

Part 2:**Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 500,00 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A)

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.

money in a scholarship fund in the name of Michelle T. Nohs

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:

- ☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection:

Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____

Amount of the claim that is secured: \$ _____

Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %

- ☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7)

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5)

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment

Part 3 Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box.

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/07/2017
MM / DD / YYYY

Deanna Ocampo
Signature

Print the name of the person who is completing and signing this claim:

Name Deanna Lynn Ocampo
First name Middle name Last name

Title (Sister of deceased)

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 78 Cullen Ave
Number Street

Islip NY 11751
City State ZIP Code

Contact phone 631 805 1399 Email docampo@bellmore-
meride.ic12.ny.us

ORIGIN ID: COPA (631) 470-5153 ATTN: SIMON MARCUS US BANKRUPTCY COURT-EASTERN DIST. CENTRAL ISLIP 290 FEDERAL PLAZA CENTRAL ISLIP NY 11722 UNITED STATES US		SHIP DATE: 07DEC16 ACTWGT: 1.00 LB CAD: 10008143JINET3790
TO DOWLING COLLEGE CASE ADMINISTRATION C/O GCG 5151 BLAZER PARKWAY SUITE A DUBLIN OH 43017		
RMA: (888) 404-8013 NY: REF: DCO PO: DEPT:	544J11D42F14EB	

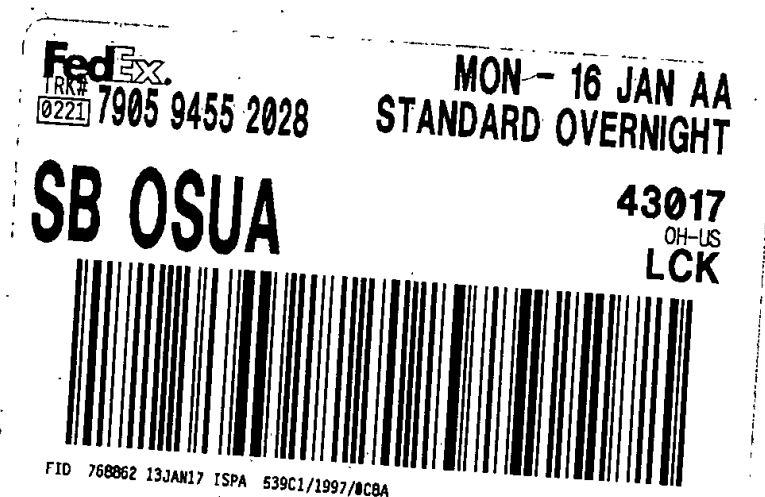
TRK# 0221 7905 9455 2028	RETURNS MON-FRI STANDARD OVERNIGHT 43017 OH-US
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1. Select the 'Print' button to print 1 copy of each label.
2. The Return Shipment instructions, which provide your recipient with information on the returns process, will be printed with the label(s).
3. After printing, select your next step by clicking one of the displayed buttons.

Note: To review or print individual labels, select the Label button under each label image above.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$500, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.



CLAIM NO. 179

Claim # 179

Electronically Filed: 02/10/2017

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545Your Claim is Scheduled As Follows:

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

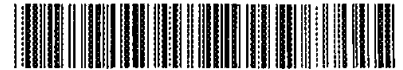
Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	DELTA MU DELTA Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? DELTA MU DELTA Name _____ 9217 BROADWAY AVENUE Number Street BROOKFIELD, IL 60513 City State ZIP Code Contact phone (708) 485-8494 Contact email DMD@DELTAMUDELTA.ORG	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	


Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	✓ No	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____																
7.	How much is the claim?		Does this amount include interest or other charges? ✓ No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).																
			\$ <u>1,940.93</u>																
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Dues that were owed by our Chapter at the college.																	
9.	Is all or part of the claim secured?	✓ No	Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . Motor vehicle Other. Describe: _____ Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of property: \$ _____ Amount of the claim that is secured: \$ <u>0.00</u> Amount of the claim that is unsecured: \$ <u>1,940.93</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ Fixed Variable																
10.	Is this claim based on a lease?	✓ No	Yes. Amount necessary to cure any default as of the date of the petition. \$ _____																
11.	Is this claim subject to a right of setoff?	✓ No	Yes. Identify the property: _____																
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	✓ No	Yes. Check all that apply: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 30%; text-align: right;">Amount entitled to priority</th> </tr> </thead> <tbody> <tr> <td>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</td> <td></td> </tr> <tr> <td>Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>		Amount entitled to priority	A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____	Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____	Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____	Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____	Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____	Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____
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* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Claim # 179

Electronically Filed: 02/10/2017

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/10/2017

MM / DD / YYYY

Jeffrey S Arnold

Signature

Print the name of the person who is completing and signing this claim:

Name Jeffrey S Arnold
First name Middle name Last name

Title Executive Director

Company Delta Mu Delta
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 9217 Broadway Avenue
Number Street

BROOKFIELD, IL 60513
City State ZIP Code

Contact phone (708) 485-8494 Email dmd@deltamudelta.org

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. IF BY HAND OR OVERNIGHT COURIER: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Official Form 41**Instructions for Proof of Claim**

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

A person who files a fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all the information for the claim as of the Petition Date.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction of information* in the section below.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed. You will also be able to view the details of your claim and the first page of your *Proof of Claim* form on the claims register hosted on the case administration website, www.gardencitygroup.com/cases/dcc

**Understand the terms used in this form**

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Redaction of information: *Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.*

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Display of Proof of Claim on Case Administration Website: As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form



Delta Mu Delta

INTERNATIONAL HONOR SOCIETY IN BUSINESS

WWW.DELTAMUDELTA.ORG

Invoice

Date	Invoice #
4/21/2016	150691

Bill To

Dr Joseph Kasten
Dowling College
150 Idle Hour Blvd
Oakdale NY 11782

Ship To

Ms. Maryellen Bridgwood
Dowling College
150 Idle Hour Blvd
Oakdale NY 11782

Customer ID	Campus Name	Shipping Method	Payment Terms	Due Date
112	DOWLING	UPS - Ground	Net 30 Days	5/21/2016

Quantity	Item	Description	Price	Amount
29	4002	Membership(s)	50.00	1,450.00
29	4101 Lg Flat	Large Multi- purpose Flat Key	0.00	0.00
29	4102 B D Bran...	Branded Honor Cord	10.00	290.00
1	4610	Shipping Costs	11.13	11.13

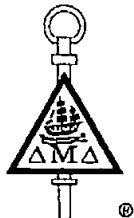
Subtotal \$1,751.13

Make checks payable to:
Delta Mu Delta Honor Society

Payments/Credits \$0.00

Balance Due This Invoice \$1,751.13

Customer Total Balance \$1,940.93



Delta Mu Delta

INTERNATIONAL HONOR SOCIETY IN BUSINESS

WWW.DELTAMUDELTA.ORG

Invoice

Date	Invoice #
5/5/2016	150790

Bill To

Dr Joseph Kasten
Dowling College
150 Idle Hour Blvd
Oakdale NY 11782

Ship To

Ms. Maryellen Bridgwood
Dowling College
150 Idle Hour Blvd
Oakdale NY 11782

Customer ID	Campus Name	Shipping Method	Payment Terms	Due Date
112	DOWLING	UPS - Ground	Net 30 Days	6/4/2018

Quantity	Item	Description	Price	Amount
3	4002	Membership(s)	50.00	150.00
3	4101 Lg Flat	Large Multi- purpose Flat Key	0.00	0.00
3	4102 B D Bran...	Branded Honor Cord	10.00	30.00
1	4610	Shipping Costs	9.80	9.80

Subtotal \$189.80

Make checks payable to:
Delta Mu Delta Honor Society

Payments/Credits \$0.00

Balance Due This Invoice \$189.80

Customer Total Balance	\$1,940.93
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CLAIM NO. 252

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK	
Name of Debtor: Dowling College	Case No. 16-75545

* P - DCO - POC / 1 *

Your Claim is Scheduled As Follows:

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

Proof of Claim

Official Form 410

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

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Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.")
Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	DOHERTY ENTERPRISES, INC. Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	4 No Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Where should notices to the creditor be sent? LEWIS JOHS AVALONE AVILES, LLP Name ONE CA PLAZA, SUITE 225 Number Street ISLANDIA, NY 11749 City State ZIP Code Contact phone (631) 755-0101 Contact email AHSILVERSTONE@LEWISJOHS.COM	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed	4 No Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	4 No Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input type="checkbox"/> No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7.	How much is the claim?	\$ <u>10,000.00</u>	Does this amount include interest or other charges? <input type="checkbox"/> No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Failure of debtor to provide contracted for services (see attached)	
9.	Is all or part of the claim secured?	<input type="checkbox"/> No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . Motor vehicle Other. Describe: _____ Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of property: \$ _____ Amount of the claim that is secured: \$ <u>0.00</u> Amount of the claim that is unsecured: \$ <u>10,000.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ Fixed Variable	
10.	Is this claim based on a lease?	<input type="checkbox"/> No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff?	<input type="checkbox"/> No Yes. Identify the property: _____	
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input type="checkbox"/> No Yes. <i>Check all that apply:</i>	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
		Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
		Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
		Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
		Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
		Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

A person who files fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/24/2017
MM / DD / YYYY

Adam Silverstone

Signature

Print the name of the person who is completing and signing this claim:

Name Adam Silverstone
First name Middle name Last name

Title Attorney

Company Lewis Johs Avallone Aviles, LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address One CA Plaza, Suite 225
Number Street

ISLANDIA, NY 11749
City State ZIP Code

Contact phone (631) 755-0101 Email ahsilverstone@lewisjohs.com

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. **IF BY HAND OR OVERNIGHT COURIER:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Official Form 41

Instructions for Proof of Claim

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

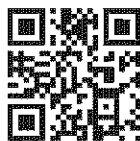
A person who files a fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all the information for the claim as of the Petition Date.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction* of information in the section below.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been fil

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed. You will also be able to view the details of your claim and the first page of your *Proof of Claim* form on the claims register hosted on the case administration website, www.gardencitygroup.com/cases/dco.



Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Redaction of information: *Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.*

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Display of Proof of Claim on Case Administration Website: As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form

Dowling College Athletics * 150 Idle Hour Boulevard * Oakdale, NY ~ 11769



The Dowling College Athletic Department is proud to present your company with an opportunity to bring new avenues of advertisement and support the Golden Lions all at once! Have your company logo and name shine with a variety of sponsorship packages designed just for you.

This exclusive offer is only being presented to a select number of businesses who we feel can support our athletic programs and gain from this unique style of advertising. With your commitment to any of our exceptional packages, your company will benefit from the tremendous success and popularity of our NCAA Division II athletic programs and facilities. Whether you choose on field signage at our multi-million dollar outdoor athletic complex which plays host to over 250 events a year or desire a web integration package, your company will be given premier marketing space.

Enclosed is a copy of a contract for you to review and return to the address at the top of the page. Please sign and return and keep a copy for your records. Please enclose your business name and logo so we can portray your business in the manner in which you desire. Upon receipt, a member of the department will contact you to further build a winning relationship.

Take advantage of this offer before your competitors do. Contact a member of the Dowling Athletic Department today before the space is gone!

Yours in Athletics,


Jason Trufant
Sr. Associate Director of Athletics

Dowling College Athletics * 150 Idle Hour Boulevard * Oakdale, NY - 11769



Letter of Agreement

This agreement is made by and between Dowling College Athletics ("The College") and Doherty Enterprises, Inc. ("The Sponsor"). In consideration of the mutual covenants and conditions contained herein, the College and the Sponsor agree as follows:

1. Term.

The term of this agreement shall begin on the 1st day of March, 2016, and shall terminate on the 28th day of February, 2017, unless mutually extended by written agreement of the two parties. A renewal agreement will be sent no later than thirty(30) days prior to the termination date.

2. Marketing Rights.

College grants the sponsor the following promotional rights:

a. All Fields Package:

- i. Banner advertisement on www.dowlingathletics.com, the official site of Dowling College Athletics.
- ii. Logo recognition on Game Day Programs, Visitor's Guide, and special event printed media.
- iii. One (1) 6'x 12' banner sign on each outdoor field (baseball, softball, main stadium)
- iv. Sponsor Letter to be distributed to visiting institutions

b. The parties agree that the rights granted hereunder to "sponsor" are not exclusive. Dowling College reserves the right to display banners and digital signage from other "sponsors" at all athletic events; the number of banners to be displayed shall be decided solely by Dowling College.

3. Compensation

For the rights described above, Sponsor agrees to pay College an aggregate of Ten Thousand Dollars (\$10,000) per year for the term ("The Sponsorship Fees"). The Sponsorship Fees will be paid in one (1) installment per term year. The installment will be paid within thirty (30) days of the date that this Agreement is fully executed. The College will provide Sponsor an invoice for any and all installments at least thirty (30) days prior to the due date of each payment required. Failure to pay an installment on time will result in termination of the agreement by Dowling College and the removal of the signage. All outstanding fees will be required to be fulfilled. In addition, if the agreement should be extended, the signage fee may be increased by an amount to be agreed upon by both parties. All logos are created by "The Sponsor" and approved by "The College".

Phone: (631) 244-1113 * Fax (631) 244-5077 * www.dowlingathletics.com

Dowling College Athletics * 150 Idle Hour Boulevard * Oakdale, NY - 11769



4. Confidentiality.

Subject to the provisions of applicable law, each party agrees that the amount of Sponsorship Fees and Marketing Rights provided by the College to Sponsor under this agreement will be kept confidential by such party, its agents, employees, and representatives and will not be disclosed in any manner whatsoever, in whole or in part, without prior written consent of the party.

IN WITNESS WHEREOF, the Sponsor and authorized representative of the College have executed this Agreement below:

DOWLING COLLEGE

Doherty Enterprises, Inc.

Signature: _____

Signature: Michelle Schmidt

Printed Name: Jason Trufant

Printed Name: Michelle Schmidt

Title: Sr. Associate Director of Athletics

Title: Director of Marketing

Date: February 18, 2016

Date: 2/26/16

(Page 1 of 2)

Apple Food Service of New York

TD Bank

022562

7 Pearl Court
Allendale, NJ 07401

55-85/0212

DATE**AMOUNT**

March 3, 2018

\$3,400.00

Three Thousand Four Hundred Dollars And 00 CentsPay to the
Order of:**Dowling Athletics**
150 Idle Hour Blvd
Oakdale, NY 11769

⑈022562⑈ ⑆031201360⑆ [REDACTED] 30 4⑈

Security features included. Details on back.

(Page 2 of 2)

540529244545 123925 20160406 [REDACTED] 304
DDA_DEBIT JDIFANO 340000
Patchogue 0405 94004 5405 7 0029

PAY TO THE ORDER OF
TD BANK
VILLAGE OF PATCHOGUE, NY 11772
FOR DEPOSIT ONLY
DOWLING COLLEGE
781878718

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

ENDORSE HERE

PAY TO THE ORDER OF
TO BANK
VILLAGE OF PATCHOGUE, NY 11772
FOR DEPOSIT ONLY
BONDING COLLATERAL
THIS/STATION
DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USE

(Page 1 of 2)

Doherty Breads, LLC

TD Bank

024536

7 Pearl Court
Allendale, NJ 07401

55-85/0212

DATEAMOUNT

March 3, 2016

\$3,300.00

Three Thousand Three Hundred Dollars And 00 Cents

Pay to the
Order of:Dowling College
150 Idle Hour Blvd
Oakdale, NY 11769*Edmund M. Doherty*

⑈024536⑈ ⑆031201360⑆

(Page 2 of 2)

540529244547 123930 20160406 6762
DDA_DEBIT JDIFANO 330000
Patchogue 0405 94004 5405 7 0029DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
RESERVED FOR FINANCIAL INSTITUTION USEPAY TO THE ORDER OF
TD BANK
VILLAGE OF PATCHOGUE, NY 11772
FOR DEPOSIT ONLY
DOWLING COLLEGE
78167019

Security Features Included: Details on back

CLAIM NO. 405

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

03-10-17 A10:31 IN

FILED - 00405

EASTERN DISTRICT OF NEW YORK
DOWLING COLLEGE

16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

Your Claim is Scheduled As Follows:



If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1 Identify the Claim

1. Who is the current creditor?	<u>Elinor Brunswick Appel</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name <u>Elinor Brunswick Appel</u>	Name _____
	Number Street <u>85 Windham Rd</u>	Number Street _____
	City State ZIP Code <u>Rockville Centre NY 11570</u>	City State ZIP Code _____
	Contact phone <u>516-459-1297</u>	Contact phone _____
	Contact email <u>elinor@brunswickappraisal.com</u>	Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	


Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____															
7.	How much is the claim?	\$ <u>2,994.55</u>	Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).														
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.															
9.	Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 40px;"> Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>															
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____															
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____															
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 30%; text-align: right;">Amount entitled to priority</th> </tr> </thead> <tbody> <tr> <td><input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td><input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>		Amount entitled to priority	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____
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<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____																

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

03 09 2017
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

Elinor Brunswick Appel
First name Middle name Last name

Title

Creditor

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

516 459-1297

Email

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. IF BY HAND OR OVERNIGHT COURIER: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

fedex.com 1.800.GoFedEx 1.800.463.3339

00040
00052

FedEx Package
Express US Airbill
Tracking Number 8047 5660 4104

1 From 3-9-2017
Date

Sender's Name Fine Brunswick Appel Phone 516 608-8877

Company BRUNSWICK APPRAISAL CORP

Address 85 WINDHAM RD

City ROCKVILLE CENTRE State NY ZIP 11570-1128

2 Your Internal Billing Reference

3 To

Recipient's Name Dowling College Case Administration c/o Phone 606

Address 5151 Blazer Parkway Suite A

City Dublin State CT ZIP 43017

Address 5151 Blazer Parkway Suite A



0112306137

Form ID 10 **0205**
MUR1
Recipients Copy

4 Express Package Service *To meet locations
NOTE: Service order has changed. Please select carefully.
Next Business Day
2 or 3 Business Days

☐ FedEx First Overnight
FedEx Priority Overnight
FedEx Standard Overnight
☒ FedEx Express Saver

5 Packaging *Declared value limit \$500
☐ FedEx Envelope
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☐ Other

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☐ SATURDAY Delivery
No Signature Required
Does this shipment contain dangerous goods?
one box must be checked.

☐ No
☐ Yes
Dangerous goods including dry ice cannot be shipped in FedEx packages or placed in a FedEx Express Drop Box.

7 Payment Bill to:

Sender ☐ Recipient ☐ Third Party ☐ Credit Card ☐ Cash/Check

Total Packages Total Weight



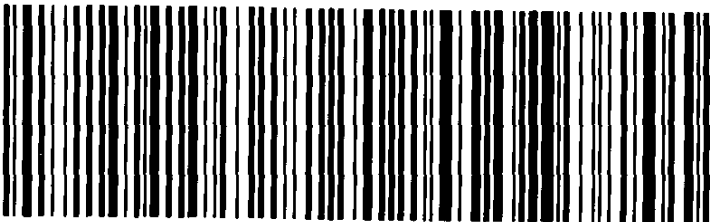
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TRK# 8047 5660 4104
0215

FRI - 10 MAR AA
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43017
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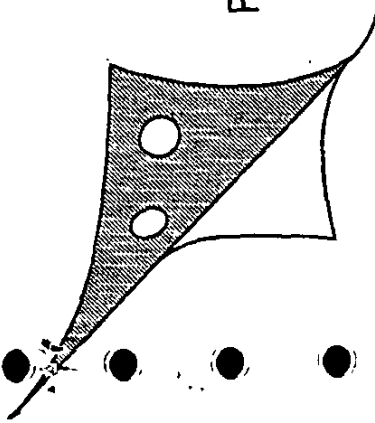


FID 5015872 09MAR17 BPAA 546C4/7965/8C8A

Peel-and-Stick FedEx Exp

1. Complete front page of the Airbill.
 2. Retain "Sender's Copy" for your records.
 3. Remove label backing.
 4. Adhere Airbill to front of package.
- Please DO NOT remove "FedEx C

PEEL FROM THIS CORNER.



CLAIM NO. 447

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor: Dowling College
Case No. 16-75545



IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

Your Claim is Scheduled As Follows:



FILED - 00447
EASTERN DISTRICT OF NEW YORK
DOWLING COLLEGE
16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>ELSEVIER B.V.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="radio"/> No Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<u>ELSEVIER C2C</u> Name _____ <u>POB 1270</u> Number _____ Street _____ <u>1000 BG AMSTERDAM THE NETHERLANDS</u> City _____ State _____ ZIP Code _____ Contact phone <u>0031 2048 52 720</u> Contact email <u>B.MAARTENS@ELSEVIER.COM</u>	Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="radio"/> No Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="radio"/> No Yes. Who made the earlier filing? _____	

6.	Do you have any number you use to identify the debtor?	No	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: <u>6557</u>
7.	How much is the claim?	<input checked="" type="radio"/> No	Does this amount include interest or other charges? Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples. Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>GOOD SOLD</u>	
9.	Is all or part of the claim secured?	<input checked="" type="radio"/> No	Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> Motor vehicle Other. Describe: _____ Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % Fixed Variable
10.	Is this claim based on a lease?	<input checked="" type="radio"/> No	Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11.	Is this claim subject to a right of setoff?	<input checked="" type="radio"/> No	Yes. Identify the property: _____
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	No Yes. Check all that apply:	
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
		Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
		Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
		Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
		Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
		Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____



Part 3: Sign Below

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

☐ I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

☐ I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

☐ I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 3 9 2017
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name BART MAARTENS
First name Middle name Last name

Title LEGAL COLLECTOR

Company ELSEVIER CRC
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address RADAR WEG 29
Number Street
1043 NX AMSTERDAM THE NETHERLANDS.
City State ZIP Code

Contact phone 0031 2040 52328 Email B.MAARTENS@ELSEVIER.COM

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS:
IF BY MAIL: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. IF BY HAND OR OVERNIGHT COURIER: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)



ELSEVIER

Empowering Knowledge™

Dowling College Case Administration
c/o GCG P.O. Box 10342
Dublin OH 43017 -5542
United States of America

Our ref: Account 106557 Dowling College

Amsterdam, 9 March, 2017

Dear Madam, Sir,

We herewith would like to lodge our claim for the following:

- Unpaid invoices for the total value of **USD 27,536.80**
- DOWLING COLLEGE
150 IDLE HOUR BOULEVARD
OAKDALE, NY 11769-1999
UNITED STATES OF AMERICA

Attached you will find the copies of the invoices with the open items.

Please confirm acceptance of this claim. In case you require any further clarifications, please do not hesitate to contact us.

Yours sincerely,

B. Maartens
Legal Collector
Global Legal Collections department
Tel : ++31-20 485 2728
Fax : ++31-20 485 2654
Email: b.maartens@elsevier.com

Exempt from VAT according to article 151 of the 6th EC VAT Directive.

Regional Sales Support Department
360 Park Avenue South
New York, NY 10010-1710
USA
Telephone: +1-888-615-4500
Fax: +1-212-633-3880
E-mail: invoicing_Americas@elsevier.com



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Page 2 of 2

Renewal Invoice

Invoice No	M268562
Invoice Date	06-Nov-15
Due Date	15-Dec-15
Terms	per the contract

Subject Collections - Subscription

	Currency	
SD College Edition Journals Collection - Health and Life Sciences	USD	13,367.38
Grand Total:		<u>13,367.38</u>

Regional Sales Support Department
 360 Park Avenue South
 New York, NY 10010-1710
 USA
 Telephone: +1-888-615-4500
 Fax: +1-212-633-3880
 E-mail: invoicing_Americas@elsevier.com



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 Page 1 of 2

Renewal Invoice

Bill To	Dowling College Claudia McGivney, Assistant Professor/Reference Librarian 150 Idle Hour Boulevard Oakdale, NY 11769-1999 United States	Invoice No	M296813
		Invoice Date	16-Aug-16
		Due Date	15-Dec-16
		Terms	per the contract
TAX/VAT Reg. No			
Purchase Order No			

Subject Collections Fee for period from Jan 1, 2017 to Dec 31, 2017 - Online Access	USD	14,169.42

Ship To	Dowling College Claudia McGivney, Assistant Professor/Reference Librarian 150 Idle Hour Boulevard Oakdale, NY 11769-1999 United States	Total	USD	14,169.42
		Tax	USD	
		Amount Due	USD	14,169.42

Agreement No	1-10966216903	SIS ID	385182	Account Number	C000054085
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Elsevier B.V., Radarweg 29, 1043 NX Amsterdam, The Netherlands HR Amsterdam 33158992 VAT Reg No. US 20-4838251

PAYMENT OPTIONS

- Important** Please make sure that you reference invoice number M296813 on your payment option to ensure timely turnaround.
- 1. Wire Transfers To** Citibank N.A.-Account# 4075-4173, 399 Park Avenue, New York, NY 10043 USA, ABA# 021000089
- 2. Check** Make payable to Elsevier B.V.. Send Check to Corporate Accounts Receivable and Collections, Elsevier, P.O. Box 7247-8455 Philadelphia, PA 19170-8455, USA (please send a copy of the invoice with check)

VAT INFO

Exempt from VAT according to article 151 of the 6th EC VAT Directive.

Regional Sales Support Department
360 Park Avenue South
New York, NY 10010-1710
USA
Telephone: +1-888-615-4500
Fax: +1-212-633-3880
E-mail: invoicing_Americas@elsevier.com



ELSEVIER
Page 2 of 2

Renewal Invoice

Invoice No	M296813
Invoice Date	16-Aug-16
Due Date	15-Dec-16
Terms	per the contract

Subject Collections - Subscription

	Currency	
SD College Edition Journals Collection - Health and Life Sciences	USD	14,169.42
Grand Total:		<hr/> 14,169.42



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P.O. Box 1270, 1000 BG Amsterdam
The Netherlands



PRIORITY

If undeliverable,
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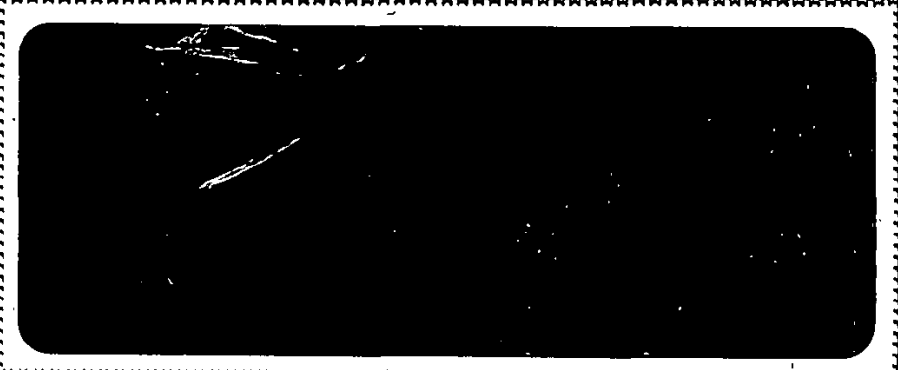
SkyNet
Dorhout 15
1040 BE Amsterdam
The Netherlands

PostNL

Port betaald
Port Payé
Pay-Bas



Thames
Item: 03096

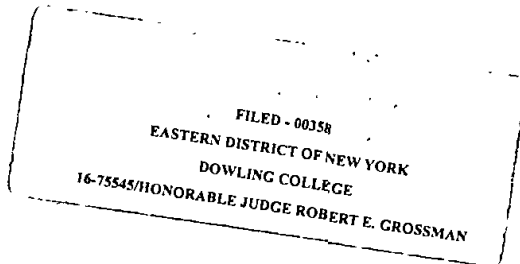


CLAIM NO. 358

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545Your Claim is Scheduled As Follows:

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.



If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>EXPENSE REDUCTION ANALYSTS</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>EXPENSE REDUCTION ANALYSTS</u> <u>DIANNA LUDLOW - ARREOLA</u> Name <u>16415 ADDISON RD - ADDISON TOWER</u> Number Street <u>ADDISON TX 75001</u> City State ZIP Code Contact phone <u>469-310-2975</u> Contact email <u>DLUDLOW@EXPENSEREDUCTION.COM</u>	Where should payments to the creditor be sent? (if different) _____ Name _____ Number Street _____ City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

EXPENSE REDUCTION ANALYST

X

EXPENSE REDUCTION ANALYST
TAMARA LUTON - ALABAMA
16412 ADDISON RD - ADDISON
TX 75001

DLUTON @ EXPENSE REDUCTION.COM
404-310-2912

+

+


Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7.	How much is the claim?	\$ <u>8,188⁵²</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>SERVICES PERFORMED TO FIND SAVINGS</u>	
9.	Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	Amount entitled to priority \$ _____
		<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
		<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
		<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
		<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
		<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.



Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/07/2017
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

RODNEY
First name

J
Middle name

GANIS
Last name

Title

DIRECTOR

Company

EXPENSE REDUCTION ANALYSTS
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

16415 ADDISON RD.
Number Street

ADDISON
City

TX
State

75001
ZIP Code

Contact phone

469-310-2975

Email

DLUDLOW@EXPENSEREDUCTION.COM

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. IF BY HAND OR OVERNIGHT COURIER: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THIS CHAPTER 11 CASE IS 3/10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS _____, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

X

02/07/20

[Handwritten signature]

02/07/20

2

02/07/20

Director

Expense Reduction Project

1/24/20 1/24/20

10025

TX

1/24/20

Director @ Expense Reduction Corp.

462-810-5952

2/10



Expense Reduction Analysts

T: (469) 310-2970, F: (469) 461-1199

Invoice

To:	
Dowling College	Invoice Date: 9/23/2014
Attn: Accounts Payable	Invoice Number: IN00040307
150 Idle Hour Blvd	Client Terms: Net30
Oakdale, NY 11769	
<u>Office Supplies - General Savings</u>	
Billing Period: June-August 2014	
Total Savings for 3 Month(s)	\$ 1,465.91
ERA-USA Fee:	\$ 732.95
Quarter 3 Office Consumable Savings	
Total Amount Due	\$ 732.95
Please make checks payable to:	
Expense Reduction Analysts Inc.	
PO Box 956251	
St Louis, MO 63195-6251	
Fed. Tax ID 74-3064001	



Expense Reduction Analysts

T: (469) 310-2970, F: (469) 461-1199

Invoice

To:	
Dowling College	Invoice Date: 4/15/2015
Attn: Accounts Payable	Invoice Number: IN00043247
150 Idle Hour Blvd	Client Terms: Net30
Oakdale, NY 11769	
<u>Merchant Card Fees - General-Savings</u>	
Billing Period: January to March 2015	
Total Savings for 3 Month(s)	\$ 3,387.00
ERA-USA Fee:	\$ 1,694.00
Total Amount Due	\$ 1,694.00
Please make checks payable to:	
Expense Reduction Analysts Inc.	
PO Box 956251	
St Louis, MO 63195-6251	
Fed. Tax ID 74-3064001	



Expense Reduction Analysts

T: (469) 310-2970, F: (469) 461-1199

Invoice

To:

Dowling College
Attn: Accounts Payable
150 Idle Hour Blvd
Oakdale, NY 11769

Invoice Date: 7/10/2015
Invoice Number: IN00044342
Client Terms: Net30

Merchant Card - Merchant Card Fees-Savings

Billing Period: April to June, 2015

Total Savings for 3 Month(s) **\$ 2,397.00**ERA-USA Fee: **\$ 1,199.00****Total Amount Due****\$ 1,199.00**

Please make checks payable to:

Expense Reduction Analysts Inc.
PO Box 956251
St Louis, MO 63195-6251

Fed. Tax ID 74-3064001



Expense Reduction Analysts

T: (469) 310-2970, F: (469) 461-1199

Invoice

To:	
Dowling College	Invoice Date: 12/21/2015
Attn: Accounts Payable	Invoice Number: IN00046350
150 Idle Hour Blvd	Client Terms: Net30
Oakdale, NY 11769	

<u>Office Supplies - General-Savings</u>	
Billing Period: Sep-Nov '15	
Total Savings for 3 Month(s)	\$ 6,181.15
ERA-USA Fee:	\$ 3,090.57
Quarter 8 Office Consumable Savings	

Total Amount Due	\$ 3,090.57
-------------------------	--------------------

Please make checks payable to:	
Expense Reduction Analysts Inc.	
PO Box 956251	
St Louis, MO 63195-6251	
Fed. Tax ID 74-3064001	



Expense Reduction Analysts

T: (469) 310-2970, F: (469) 461-1199

Invoice

To:

Dowling College
Attn: Accounts Payable
150 Idle Hour Blvd
Oakdale, NY 11769

Invoice Date: 2/5/2016
Invoice Number: IN00046886
Client Terms: Net30

Merchant Card - Merchant Card Fees-Savings

Billing Period: October to December '15

Total Savings for 3 Month(s) **\$ 2,944.00**ERA-USA Fee: **\$ 1,472.00****Total Amount Due****\$ 1,472.00**

Please make checks payable to:

Expense Reduction Analysts Inc.
PO Box 956251
St Louis, MO 63195-6251

Fed. Tax ID 74-3064001

TO C/O GCG DOWLING COLLEGE CASE ADMINISTRATION 5151 BLAZER PARKWAY SUITE A DUBLIN OH 43017 (614) 288-5400 INV. REF: ERA CLAM DOWLING CHAP11 PO. DEPT.		ORIGIN ID: BPAA (516) 288-3999 ROD GANIS EXPENSE REDUCTION ANALYSTS 6 SPARROW CT. GLEN COVE, NY 11542 UNITED STATES US BILL SENDER SHIP DATE: 07MAR17 ACTWGT: 0.30 LB CAD: 102501887/NET3850
  #171117821421w		WED - 08 MAR 3:00P STANDARD OVERNIGHT TRK# 7785 9452 9305 0201 XX OSUA OH-US LCK 43017

546J31ADB53C1

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our Service Guide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CLAIM NO. 203

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor: Dowling College
Case No. 16-75545



Your Claim is Scheduled As Follows:

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.



FILED - 00283
EASTERN DISTRICT OF NEW YORK
DOWLING COLLEGE
16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	Gayle M Balmuth Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor					
2. Has this claim been acquired from someone else?	✓ No Yes. From whom?					
3. Where should notices and payments to the creditor be sent?	<table border="1"> <tr> <th>Where should notices to the creditor be sent?</th> <th>Where should payments to the creditor be sent? (if different)</th> </tr> <tr> <td> Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Name: Gayle M Balmuth 13 Marjon Avenue Number Street: Scotia NY 12302 City State ZIP Code: Contact phone: 518-399-7903 Contact email: gbalmuth@nycap.rr.com </td> <td> Name: Number Street: City State ZIP Code: Contact phone: Contact email: </td> </tr> </table>		Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)	Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Name: Gayle M Balmuth 13 Marjon Avenue Number Street: Scotia NY 12302 City State ZIP Code: Contact phone: 518-399-7903 Contact email: gbalmuth@nycap.rr.com	Name: Number Street: City State ZIP Code: Contact phone: Contact email:
Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)					
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Name: Gayle M Balmuth 13 Marjon Avenue Number Street: Scotia NY 12302 City State ZIP Code: Contact phone: 518-399-7903 Contact email: gbalmuth@nycap.rr.com	Name: Number Street: City State ZIP Code: Contact phone: Contact email:					
4. Does this claim amend one already filed?	✓ No Yes. Claim number on court claims registry (if known) Filed on MM/DD/YYYY					
5. Do you know if anyone else has filed a proof of claim for this claim?	✓ No Yes. Who made the earlier filing?					

*Modified Official Form 410 (GCG 5/16)

page 1

Part 2: Give information about the claim as of the date the case was filed

6. Do you have any number you use to identify the debtor?	✓ No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:	
7. How much is the claim?	\$ 25,000.00 Does this amount include interest or other charges? ✓ No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).	
8. What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.	
9. Is all or part of the claim secured?	✓ No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a Mortgage Proof of Claim Attachment (Official Form 410-A) with this Proof of Claim. Motor vehicle Other. Describe: Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ Amount of the claim that is secured: \$ Amount of the claim that is unsecured: \$ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ Annual Interest Rate (when case was filed) % Fixed Variable	
10. Is this claim based on a lease?	✓ No Yes. Amount necessary to cure any default as of the date of the petition, \$	
11. Is this claim subject to a right of setoff?	✓ No Yes. Identify the property:	
12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	✓ No Yes. Check all that apply: Amount entitled to priority	



Part 3: Sign Below

The person completing this proof of claim must sign and date it.
FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/11/2017

MM/DD/YYYY

Gayle M. Balmuth
Gayle M. Balmuth

Digitally signed by Gayle M. Balmuth
Date: 2017.02.11 05:59:08 -05'00'

Signature

Print the name of the person who is completing and signing this claim:

Name	<u>Gayle</u>	<u>M.</u>	<u>Balmuth</u>
	First name	Middle name	Last name

Title _____

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address	<u>13 Marjon Avenue</u>		
	Number	Street	
	<u>Scotia</u>	<u>NY</u>	<u>12302</u>
	City	State	ZIP Code

Contact phone	<u>518-399-7903</u>	Email	<u>gbalmuth@nycap.rr.com</u>
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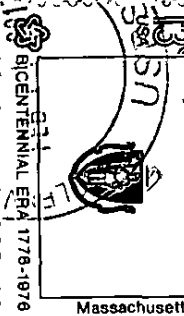
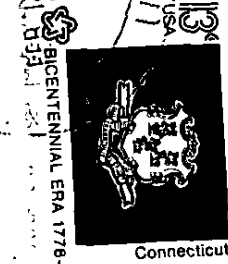
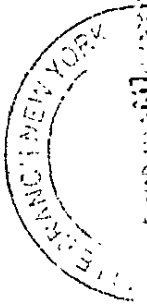
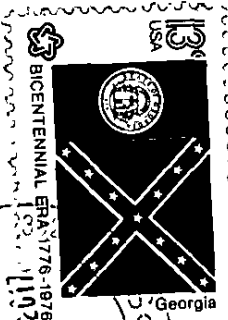
IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS:
IF BY MAIL: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. **IF BY HAND OR OVERNIGHT COURIER:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

B

Gayle Balmuth
13 Marjon Ave
Scotia, NY 12302-5605

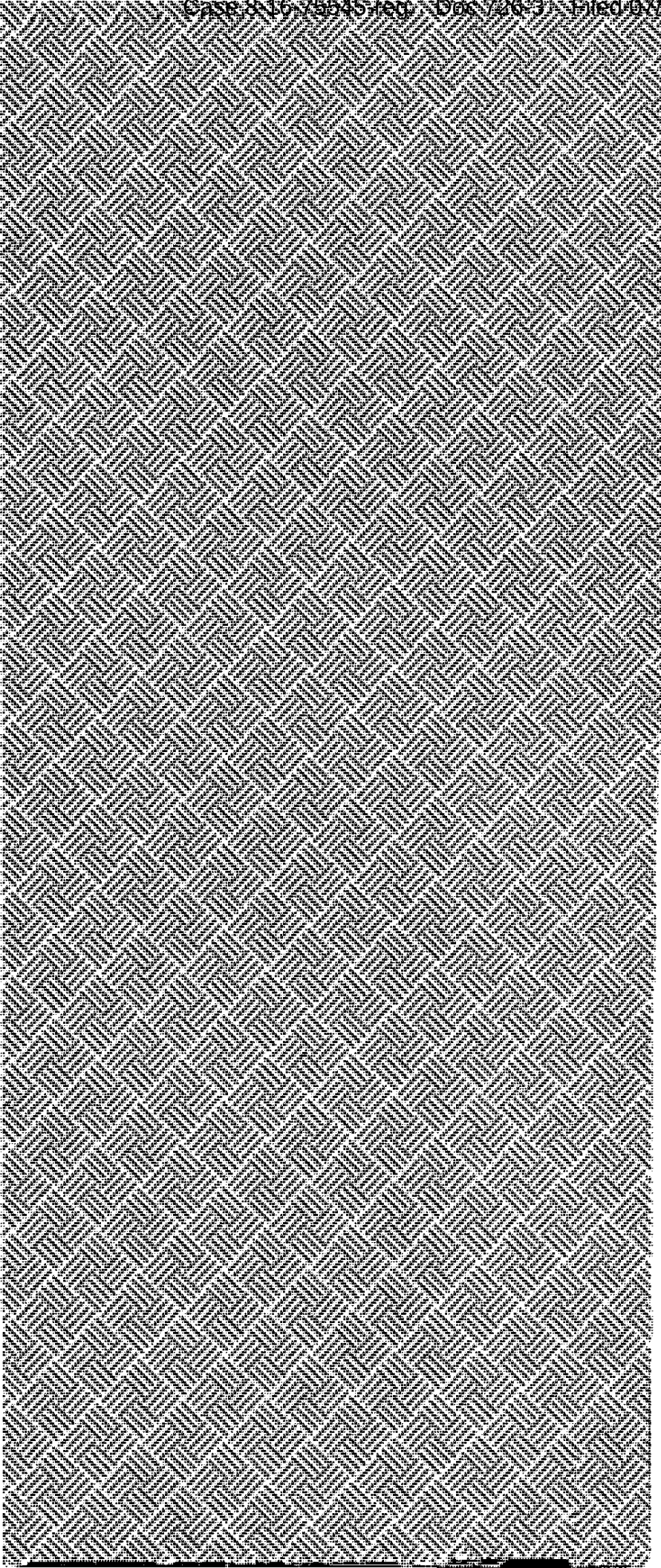


Dowling College Case Administration

c/o GCC

P.O. Box 10342

Dublin, OH 43017-5542



CLAIM NO. 451

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545

Your Claim is Scheduled As Follows:

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

DCO0200985553 01001621

NICHOLAS PERSAD
55 PALM ST
CENTRAL ISLIP NY 11722

FILED - 00451

EASTERN DISTRICT OF NEW YORK

DOWLING COLLEGE

16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>GEETA PERSAD</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>GEETA PERSAD</u> Name <u>55 PALM ST</u> Number Street <u>CENTRAL ISLIP NY 11722</u> City State ZIP Code Contact phone <u>631-680-2919</u> Contact email <u>lpersad55@optonline.net</u>	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	


Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____															
7.	How much is the claim?	\$ _____	Does this amount include interest or other charges? <input type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).														
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.															
9.	Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. <div style="margin-left: 20px;"> Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i>. <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ </div> <div style="margin-left: 20px;"> Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) </div> <div style="margin-left: 20px;"> Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable </div>															
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____															
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____															
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 30%; text-align: right;">Amount entitled to priority</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> <div style="margin-left: 20px;"> <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). </div> </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <div style="margin-left: 20px;"> <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). </div> </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <div style="margin-left: 20px;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). </div> </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <div style="margin-left: 20px;"> <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). </div> </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <div style="margin-left: 20px;"> <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). </div> </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <div style="margin-left: 20px;"> <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. </div> </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> </tbody> </table>		Amount entitled to priority	<div style="margin-left: 20px;"> <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). </div>	\$ _____	<div style="margin-left: 20px;"> <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). </div>	\$ _____	<div style="margin-left: 20px;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). </div>	\$ _____	<div style="margin-left: 20px;"> <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). </div>	\$ _____	<div style="margin-left: 20px;"> <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). </div>	\$ _____	<div style="margin-left: 20px;"> <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. </div>	\$ _____
	Amount entitled to priority																
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<div style="margin-left: 20px;"> <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). </div>	\$ _____																
<div style="margin-left: 20px;"> <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. </div>	\$ _____																

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.



Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 3/10/17
MM/DD/YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

Email

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. IF BY HAND OR OVERNIGHT COURIER: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all the information for the claim as of the Petition Date.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction* of information in the section below.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write A.B., a minor child (John Doe, parent, 123 Main St., City, State). See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed. You will also be able to view the details of your claim and the first page of your *Proof of Claim* form on the claims register hosted on the case administration website; www.gardencitygroup.com/cases/dco.

**Understand the terms used in this form**

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to *privacy* on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Display of Proof of Claim on Case Administration Website: As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display one or more pages of your proof of claim on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim will be displayed over the Internet.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form.



Ms. Geeta Persad
55 Palm St.
Central Islip, NY 11722

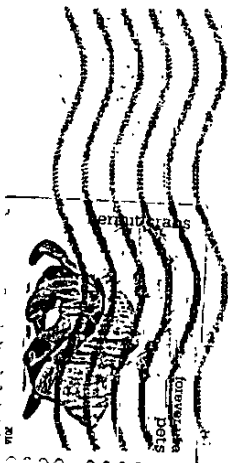
Donling College Case
Admission

40 GCG

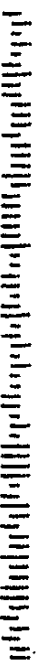
PO Box 10342

Dublin, Ohio 43017-5542

MTD-ISLAND NY 212
20 MAR 2017 PM 1 L



43017-554242



CLAIM NO. 169

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545**Your Claim is Scheduled As Follows:****IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.**FILED - 00169
EASTERN DISTRICT OF NEW YORK
DOWLING COLLEGE
16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	Grammy Enterprises LLC Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Reisman Peirez Reisman & Capobianco LLP Name Attn: JC 1305 Franklin Avenue, PO Box 119 Number Street Garden City, NY 11530 City State ZIP Code Contact phone 516-746-7799 Contact email jcapobianco@reismanpeirez.com	Where should payments to the creditor be sent? (if different) Grammy Enterprises LLC Name 436 Old Suffolk Avenue Number Street Islandia, NY 11749 City State ZIP Code Contact phone 631-994-8218 Contact email _____
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	


Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____			
7.	How much is the claim?	\$ <u>4,000.00</u> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).			
8.	What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Services and materials provided; see invoices annexed hereto				
9.	Is all or part of the claim secured? <input checked="" type="checkbox"/> No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . Motor vehicle Other. Describe: _____ Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % Fixed Variable				
10.	Is this claim based on a lease? <input checked="" type="checkbox"/> No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____				
11.	Is this claim subject to a right of setoff? <input checked="" type="checkbox"/> No Yes. Identify the property: _____				
12.	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; vertical-align: top;"> Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? <input checked="" type="checkbox"/> No Yes. Check all that apply: A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority. </td> <td style="width: 50%; vertical-align: top;"> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. </td> <td style="width: 25%; vertical-align: top;"> Amount entitled to priority \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ </td> </tr> </table>		Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? <input checked="" type="checkbox"/> No Yes. Check all that apply: A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	Amount entitled to priority \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)? <input checked="" type="checkbox"/> No Yes. Check all that apply: A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	Amount entitled to priority \$ _____ \$ _____ \$ _____ \$ _____ \$ _____ \$ _____			

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.



Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 02/06/2017

MM/DD/YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name Joseph Capobianco
First name Middle name Last name

Title _____

Company Reisman Peirez Reisman & Capobianco LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1305 Franklin Avenue, PO Box 119
Number Street
Garden City, NY 11530
City State ZIP Code

Contact phone 516-746-7799 Email jcapobianco@reismanpeirez.com

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. **IF BY HAND OR OVERNIGHT COURIER:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

SEYMOUR J. REISMAN
DAVID H. PEIREZ *
JEROME REISMAN
MICHAEL J. ANGELO
JOSEPH CAPOBIANCO



1305 FRANKLIN AVENUE
PO Box 119
GARDEN CITY, NEW YORK 11530
PHONE (516) 746-7799 | FAX (516) 742-4946
WWW.REISMANPEIREZ.COM

SENIOR COUNSEL
HON. JOHN B. RIORDAN
NASSAU COUNTY SURROGATE
(2001-2010)

OF COUNSEL
ROBERT KLUGMAN

LISA K. DORAN
GLENN S. FORSTNER °
JOSEPHINE MARRALI
LISA A. GIUNTA
MATTHEW E. KELLY

* MEMBER NY AND FL BAR
° MEMBER NY AND NJ BAR

Direct E-Mail:
JCapobianco@reismanpeirez.com

February 6, 2017

Dowling College Case Administration
c/o GCG
P.O. Box 10342
Dublin, OH 43017-5542

Re: *In re Dowling College*
Case No. 16-75545 (REG)

Gentlemen:

I represent Grammy Enterprises LLC ("Grammy").

On behalf of Grammy, I enclose an original and copy of its Proof of Claim. Please stamp the copy of the Proof of Claim as being received and return it to me in the enclosed self-addressed stamped envelope.

Thank you in advance.

Very truly yours,

Joseph Capobianco

JC:ppj:207694
Enclosures

436 Old Suffolk Ave.
Islandia, NY 11749

Date	Invoice #
4/29/2016	2016-1973-1

Bill To
Dowling College 150 Idle Hour Blvd Oakdale, NY 11769

P.O. No.	Terms	Project
1973		

Quantity	Description	Rate	Amount
3	Container - 40 yd	800.00	2,400.00
	Sales Tax	8.625%	0.00

Phone #	Total	\$2,400.00
---------	--------------	-------------------

631-994-8218



Grammy Enterprises LLC

 436 Old Suffolk Ave.
 Islandia, NY 11749

Invoice

Date	Invoice #
12/1/2015	2016-1947-1

Bill To

 Dowling College
 150 Idle Hour Blvd
 Oakdale, NY 11769

P.O. No.	Terms	Project
1947	Due on receipt	

Quantity	Description	Rate	Amount
2	Dumpster - 40 yd	800.00	1,600.00

Phone #

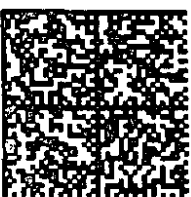
631-994-8218

Total

\$1,600.00

REISMAN PEIREZ REISMAN & CAROBIANCO LLP
1305 FRANKLIN AVENUE
PO Box 119
GARDEN CITY, NY 11530-1661

Dowling College Case Administration
c/o GCG
P.O. Box 10342
Dublin, OH 43017-5542



UNITED STATES POSTAGE
02 1R
0002098348
MAILED FROM ZIP CODE 11530
\$ 00.88
FEB 16 2017
PRINTED BY BOWERS

430175542-5542

CLAIM NO. 455

Fill in this information to identify the case:

Debtor 1 Dowling CollegeDebtor 2
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of New York

Case number 16-75545-regCLERK
U.S. BANKRUPTCY COURT
EASTERN DISTRICT OF
NEW YORK

2017 MAR 10 A 10:27

RECEIVED

Official Form 410
Proof of Claim

CRT

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

FILED - 00455

EASTERN DISTRICT OF NEW YORK

DOWLING COLLEGE

16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

Part 1: Identify the Claim

1. Who is the current creditor?

Hartford Fire Insurance Company

Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor

2. Has this claim been acquired from someone else?

☒ No☐ Yes. From whom?

3. Where should notices and payments to the creditor be sent?

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Where should notices to the creditor be sent?

Hartford Fire Insurance Company

Name

Bankruptcy Unit, NP-3, Hartford Plaza

Number Street

HartfordCT06155

City

State

ZIP Code

Contact phone

Contact email

Where should payments to the creditor be sent? (if different)

The Hartford

Name

PO Box 660916

Number Street

DallasTX75266

City

State

ZIP Code

Contact phone

Contact email

Uniform claim identifier for electronic payments in chapter 13 (if you use one):

4. Does this claim amend one already filed?

☒ No☐ Yes. Claim number on court claims registry (if known)

Filed on

MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

☒ No☐ Yes. Who made the earlier filing?

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☐ No
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 0 2 6 7
AAC430267 (not exclusive)

7. How much is the claim? \$ 56,511.00 Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
Limit disclosing information that is entitled to privacy, such as health care information.

Insurance Coverage

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.

Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other. Describe: _____

Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)

Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)

Amount necessary to cure any default as of the date of the petition: \$ _____

Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

Amount entitled to priority

\$ _____

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7)

\$ _____

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ _____

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ _____

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ _____

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

03/09/2017
MM/DD/YYYY

Hartford Fire Insurance Company

By:



Signature Hank Hoffman, Assistant Vice President

Print the name of the person who is completing and signing this claim:

Name	Hank		Hoffman	
	First name	Middle name	Last name	
Title	Assistant Vice President			
Company	Hartford Fire Insurance Company			
	Identify the corporate servicer as the company if the authorized agent is a servicer.			
Address	One Hartford Plaza			
	Number	Street		
	Hartford	CT	06155	
	City	State	ZIP Code	
Contact phone			Email	

Final Insurance Bill

Page 1



**THE
HARTFORD**
Billing Company:
Hartford Fire Insurance Company

Pay Online: www.thehartford.com/servicecenter

For Billing Questions and Address Changes Call:

1-866-467-8730

7 a.m. to 7 p.m. Central Time (Mon – Fri)

Report Claims 24 hours a day: 1-800-327-3636

Bill Date: 01/30/17

Billing Account #: 13537730

Current Balance: \$56,511.00

Minimum Due: \$56,511.00

Due Date: 02/19/17

Named Insured: DOWLING COLLEGE

Your Agent: STERLING & STERLING LLC

For Certificates of Insurance, Policy Changes or Coverage questions call: 1-516-487-0300

ACCOUNT SUMMARY

Previous Account Balance	\$56,511.00
Payments & Adjustments	\$0.00
Premium Activity	\$0.00
New Fee(s)	\$0.00
Account Balance	\$56,511.00

IMPORTANT MESSAGES

- Your account is past due and no longer active. The full minimum amount due for coverage provided is now due or the unpaid balance will be transferred to our Collections Department. Payment of the minimum due will not result in reinstatement of coverage.

TRANSACTION DETAILS (since your last bill)

Transaction Date	Transaction Description	Policy #	Policy Type	Payments/ Adjustments	Premium Activity	Fee Activity
------------------	-------------------------	----------	-------------	-----------------------	------------------	--------------

No new Activity

Please detach here and insert with your payment. Write the account number on the check and make payable to **The Hartford**

Check below and **complete reverse side** to request:

☐ Address Changes

Account

Number: **13537730**

Amount

Enclosed: _____

Payment Due Date

02/19/17

Current Balance

Minimum Due

\$56,511.00

\$56,511.00

Mail Payments To:

The Hartford
P O Box 660916
Dallas, TX 75266-0916



3947

DOWLING COLLEGE
150 IDLE HOUR BLVD
OAKDALE, NY 11769

1213537730371202090000565110000005651100810009

FUTURE ACCOUNT INSTALLMENT SCHEDULE

Bill Date	Due Date	Minimum Due
01/30/17	02/19/17	\$56,511.00

IMPORTANT PAYMENT-RELATED INFORMATION

We will apply payments received in the following order:

- Past due and audit premium on inactive policies
- Past due premium on active policies
- Past due fees, then
- Current account charges

Alternate payment instructions with your check will not be honored. When you provide a check as payment, you authorize us to either use information from your check to make a one-time electronic transfer from your bank account or process your payment as a check transaction.

If you believe you received this invoice in error, please contact us at 1-866-467-8730 so that we can prevent further action.

POLICY BILLING DETAILS

Policy Number	Policy Type/Bill Plan/Status	Policy Period	Policy Balance	Minimum Due
12WEDL1478	Workers Compensation/10 PAY/Expired	10/01/15-10/01/16	\$56,511.00	\$56,511.00
TOTALS			\$56,511.00	\$56,511.00

PAYMENT OPTIONS

- **Online** at www.thehartford.com/servicecenter. Policies subject to cancellation may not be available in our automated system.
- **AutoPay** automatically withdraws premium payments from your bank account when they're due – ensuring payments are never late and eliminating the potential for late fees. Enroll at www.thehartford.com/servicecenter or by calling 1-866-467-8730.
- **Payment by phone** allows you to make a one time payment from your bank account by calling our automated system at 1-866-467-8730. Policies subject to cancellation may not be available in our automated system.
- **Mail payment ONLY** along with the remittance stub, in the envelope provided. Allow at least 5 days for delivery. **Do not** mail any correspondence with your payment. Correspondence should be mailed to: The Hartford, 301 Woods Park Drive, Clinton, NY 13323.
- **For Overnight/Express** – send payments only to: Remitco – The Hartford #916, 1010 W Mockingbird Lane Suite 100, Dallas, TX 75247.

EXPLANATION OF TERMS

State Surcharges: Fees that are assessed by your state and local government and paid by The Hartford to the appropriate agency. If a surcharge is applicable in your state, it will be shown separately on your invoice.

Current Balance: The total amount due after applying all payments, credits or additional charges received since the last insurance bill.

New Fee(s): The total of all fees assessed on the current bill.

Service Fee: A fee that is assessed on each installment invoice, except where prohibited by law.

Audit: This amount reflects the difference between the actual and estimated premium.

Address Changes: Check One: ☐ Mailing address **ONLY** ☐ Mailing address **AND** Physical Location change

Street: _____ Effective Date of change: _____

City/State/Zip: _____ Phone #: _____

Email Address: _____

CLAIM NO. 276

ORIGINAL

Fill in this information to identify the case:

Debtor 1 Dowling College

Debtor 2 _____
(Spouse, if filing)

United States Bankruptcy Court for the: Eastern District of New York

Case number 16-75545



Official Form 410

FILED - 00276
EASTERN DISTRICT OF NEW YORK
DOWLING COLLEGE

Proof of Claim

16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

04/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Hobsons, Inc.</u> Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? <u>Casey Cantrell Swartz</u> Name <u>Taft, Stettinius & Hollister, 425 Walnut St., 18th</u> Number Street <u>Cincinnati</u> <u>OH</u> <u>45202</u> City State ZIP Code Contact phone <u>(513) 357-9452</u> Contact email <u>cswartz@taftlaw.com</u>	Where should payments to the creditor be sent? (if different) <u>Jason Duggan</u> Name <u>50 E. Business Way, Suite 300</u> Number Street <u>Cincinnati</u> <u>OH</u> <u>45241</u> City State ZIP Code Contact phone <u>(513) 891-5444</u> Contact email <u>jason.duggan@hobsons.com</u>
Uniform claim identifier for electronic payments in chapter 13 (if you use one). _____		
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? ☒ No
☐ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____

7. How much is the claim? \$ 52,704.86. Does this amount include interest or other charges?
☒ No
☐ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).
 Limit disclosing information that is entitled to privacy, such as health care information.
goods sold and services provided

9. Is all or part of the claim secured? ☒ No
☐ Yes. The claim is secured by a lien on property.
Nature of property:
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
☐ Motor vehicle
☐ Other Describe: _____
Basis for perfection: _____
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
☐ Fixed
☐ Variable

10. Is this claim based on a lease? ☒ No
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ _____

11. Is this claim subject to a right of setoff? ☒ No
☐ Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.

Amount entitled to priority

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒

I am the creditor.

☐

I am the creditor's attorney or authorized agent.

☐

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

02/21/2017
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name	Jason Duggan		
	First name	Middle name	Last name
Title	Assistant Controller		
Company	Hobsons, Inc.		
	Identify the corporate servicer as the company if the authorized agent is a servicer.		
Address	50 E. Business Way, Suite 300		
	Number	Street	
	Cincinnati		OH 45241
	City	State	ZIP Code
Contact phone	(513) 891-5444		Email jason.duggan@hobsons.com

Taft/

425 Walnut Street, Suite 1800 / Cincinnati, Ohio 45202-3957
Tel: 513.381.2838 / Fax: 513.381.0205
www.taftlaw.com

CASEY CANTRELL SWARTZ
(513) 357-9452
cswartz@taftlaw.com

February 28, 2017

FEDERAL EXPRESS

Dowling College Case Administration
c/o GCG
5151 Blazer Parkway, Suite A
Dublin, OH 43017

Re: Dowling College, Case Number 16-75545

Dear Clerk:

Enclosed please find an original and one copy of a Proof of Claim to be filed on behalf of Hobsons, Inc. in the above referenced case. Please return a time-stamped copy to me in the enclosed, self-addressed envelope.

Please do not hesitate to contact me if you have any questions. Thank you.

Sincerely,



Casey Cantrell Swartz

CCS:lmj
Enclosures

18518819.1

SUMMARY OF PROOF OF CLAIM

This Proof of Claim (the "Claim") is filed by Hobsons, Inc. ("Hobsons") for amounts owed under the Master Services Agreement, the Radius Order Form and Competitive Active Match Order Form (described below) between Hobsons and Dowling College (the "Debtor") in the total amount of \$52,704.86.

Hobsons provides digital solutions to assist in connecting prospective students and education institutions. On or about October 7, 2014, Dowling and Hobsons entered into a Master Services Agreement (the "Contract"). A true and accurate copy of the Contract is attached hereto as Exhibit A, redacted pursuant to paragraphs 14 and 16 of the Contract. Under the terms of the Contract, Dowling would subscribe to or purchase products from Hobsons via order forms.

On or about October 20, 2014, Dowling agreed to pay Hobsons \$60,000 for the subscription and implementation of the Radius CRM for a term of three (3) years (the "Radius Order Form"). A true and exact copy of the Radius Order Form is attached as Exhibit B, redacted pursuant to paragraphs 14 and 16 of the Contract. Under the terms of the Contract and the Radius Order Form, Dowling was to pay Hobsons the total fee in annual installment payments over three (3) years beginning in October 2014. Each payment was due 30 days after the date of invoice. Dowling paid a total of \$39,600 under the Radius Order Form, with \$20,400 still due and owing. Attached as Exhibit C is the invoice for amounts outstanding under the Radius Order Form.

In addition to the Radius Order Form, Dowling and Hobsons entered into an agreement on or about March 16, 2016 whereby Hobsons provided a license to Dowling for its Competitive Active Match program for a term of 12 months (the "Competitive Active Match Order Form"). In exchange, Dowling agreed to pay Hobsons \$32,304.92. A true and accurate copy of the Competitive Active Match Order Form is attached hereto as Exhibit D, redacted pursuant to paragraphs 14 and 16 of the Contract. Under the terms of the Contract and Competitive Active Match Order Form, payment was due 30 days after the date of invoice. Attached as Exhibit E is the invoice reflecting the amount due under the Competitive Active Match Order Form.

Hobsons satisfied its obligations under the Contract, Radius Order Form and Competitive Active Match Order Form and provided the products and services detailed therein. Dowling failed to pay Hobsons as required by the Contract, Radius Order Form and Competitive Active Match Order Form. The Contract is terminated and Hobsons is entitled to payment in full of the total amount owed from Dowling under the Contract, Radius Order Form and Competitive Active Match Order Form.

The filing of this Claim is not: (a) a waiver or release of Hobsons's rights against any person, entity or property, including without limitation, any other non-debtor third-parties who may have liability to Hobsons for the goods or services provided or otherwise; (b) a waiver or release of any right or claim of Hobsons arising out of any other claim, of any nature whatsoever, which Hobsons has against the Debtor; (c) a waiver or release of any rights of Hobsons under any provisions of the Bankruptcy Code or applicable non-bankruptcy law; (d) an election of any remedy to the exclusion, express or implied, of any other remedy; (e) a consent that this claim is

a debt which is subject to discharge in this or any other subsequent bankruptcy proceeding, (f) a ratification or consent to any obligations or liability based upon or arising out of any transactions between Hobsons and the Debtor; (g) a waiver or release of any rights of Hobsons to have any and all final orders in any and all noncore matters entered only after *de novo* review by a United States District Court; (h) a waiver or release of any rights of Hobsons to trial by jury in any proceeding as to any and all matters so triable; or (i) a waiver or release of any rights of Hobsons to have the reference in this matter withdrawn by the United States District Court in any matter or proceeding subject to mandatory or discretionary withdrawal. All of such rights are hereby expressly reserved by Hobsons, without exemption and with no purpose of confessing or conceding any of the foregoing in any way by this filing or by any other participation in this case.

Hobsons hereby reserves the right to amend and/or supplement this Claim to add any additional expenses, damages and/or claims of whatever nature that it might have against the Debtor including any administrative expense claim.



MASTER SERVICES AGREEMENT

This Master Services Agreement (this "Agreement") is dated as of ^{October 10}~~September 7~~, 2014 by and between Hobsons, Inc., a Delaware corporation ("Hobsons") and Dowling College, a Higher Education ("Customer").

1. **Services:** The services and / or products that Customer purchases and / or subscribes from Hobsons, which may include the services and products of certain subsidiaries of Hobsons (the "Hobsons Subsidiaries") as described in Section 17 below (collectively, the "Services") shall be set forth on an order form (the "Order Form"), which shall be signed by Customer and Hobsons in order to be effective and legally binding. In the event of any inconsistencies between the terms of this Agreement and any Order Form, the terms of this Agreement shall prevail. For the purposes of clarification, "Services" shall also include (i) any and all of the following delivered by Hobsons in connection with the Services: training manuals, training materials, best practice documents, implementation and process documents, product manuals, product presentations, product websites, demo sites, product videos, screen shots, and marketing microsites/landing pages, and (ii) any and all upgrades, modifications, improvements, enhancements, extensions, and other changes to the Services developed by Hobsons (collectively "Enhancements") which are generally made available to other customers of Hobsons, provided, however, that Enhancements shall not include new modules, components, or major extensions of functionality for which Hobsons charges a separate fee to all existing customers of the Services for such modules, components, or extensions.
2. **Term:** The term of this Agreement shall commence on the date set forth above and, unless terminated earlier pursuant to Section 4 below, or by mutual agreement of the parties, shall terminate six (6) months following the date that all Services set forth on the Order Forms have terminated or expired. Each Order Form (and the term of the Services thereunder) will commence on the Commencement Date set forth on such Order Form, and shall continue in full force and effect for a period of three (3) years thereafter (unless a different term is set forth on the Order Form) (the "Order Form Initial Term"). The parties agree that subsequent to the Order Form Initial Term, such Order Form (and the term of the Services thereunder) shall automatically renew for successive one (1) year periods unless one of the parties provides written notice to the other party of its intent not to renew such Order Form at least ninety (90) days prior to the end of the then current term (each an "Order Form Renewal Term", and together with the Order Form Initial Term referred to herein as the "Order Form Term"). Notwithstanding the expiration of the Agreement Term, this Agreement shall continue in effect until the Services under any existing Order Forms are completed or the Order Forms have been terminated; provided that the parties may not enter into any new Order Form after the expiration or termination of this Agreement. Hobsons may increase the fees for any Service after the Order Form Initial Term or after any Order Form Renewal Term provided that Hobsons has given Customer written notice of such increase at least ninety (90) days prior to the end of the Order Form Initial Term or after any Order Form Renewal Term; provided that in the event Hobsons does not provide any such notice, the fees for the Service after the Order Form Initial Term or after any Order Form Renewal Term shall automatically increase by three percent (3%). Customer acknowledges that Hobsons utilizes features which automatically cease the operability of certain Services at the termination or expiration of such Services.
3. **Subscription and Service Fees:** Customer agrees to pay Hobsons the applicable fees for the Services set forth on the Order Form at such times and in such amounts as set forth on the Order Form. Such fees are in U.S. Dollars. Billing terms shall be set forth on the applicable Order Form. Payment for Services will be due thirty (30) days from the date of invoice. In the event any invoice is not paid when due, Customer shall have fifteen (15) calendar days after Hobsons provides notice to Customer of such late payment to make such payment in full. If such payment in full is not received by Hobsons, then Hobsons reserves the right to delay initiation of or suspend any Service until payment is received in full. Delinquent invoices are subject to an interest of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection. Customer will continue to be charged during any period of suspension. Should Customer desire to add additional Services during a given term, the fees for such add-on service(s) will be pro-rated to correspond to Customer's current term. Subscription fees for the Radius Services (which for purposes of clarification are included in the term "Services" under this Agreement) are determined by the Customer's anticipated consumption ("System Usage") during the Order Form Term. Subscription fees and System Usage amounts will be set forth on the Order Form. Subscription fees for the Radius Services will not be adjusted for System Usage for the shorter of three (3) years or the duration of the Order Form Initial Term for the Radius Services. In the event the Order Form Initial Term for the Radius Services is longer than three (3) years in duration, Hobsons reserves the right to review and adjust the Radius Service subscription fees after three (3) years from the Commencement Date of the Radius Services set forth on the Order Form, based on actual Customer System Usage amounts up to the date of such review.

4. **Early Termination:** Hobsons may terminate this Agreement and / or any Order Forms upon written notice if Customer (a) breaches any material term or condition of this Agreement or the applicable Order Form and fails to remedy the breach within thirty (30) days after being given written notice thereof (provided that no remedy period shall be provided in the event Customer breaches Sections 7, 9 or 14 of this Agreement), (b) ceases to function as a going concern or to conduct operations in the normal course of business, or (c) has a petition filed by or against it under any state or federal bankruptcy or insolvency laws which petition has not been dismissed or set aside within sixty (60) days of filing. Customer may terminate this Agreement and/or any Order Forms upon written notice if Hobsons breaches any material term or condition of this Agreement or the applicable Order Form and fails to remedy the breach within thirty (30) days after being given written notice thereof. Except as provided in the immediately preceding sentence with respect to a breach by Hobsons only, in no event shall Customer be permitted to terminate this Agreement or any Order Form prior to its expiration.
5. **Duties Upon Termination:** Upon termination or expiration of this Agreement or any Order Form, Customer shall cease all use of the Service(s) under the Order Form(s) which has (have) been terminated or expired and shall (i) cease accessing such Service(s) and/or logging into such Service(s), (ii) remove any URLs for the Service(s) or links to the Service(s) from Customer's websites or other materials produced by or for Customer, and (iii) return or destroy any documents or other products provided by Hobsons (and all copies thereof, including electronic copies) relating to such Service(s) (including without limitation all training materials, data sheets, working papers and screen shots of the Service. Hobsons shall have the right, at any time upon termination or expiration of this Agreement or any Order Form to utilize an automated feature for preventing further use of the Services. Termination of this Agreement or any Order Form shall be without prejudice to obligations of Hobsons and Customer existing at the time of termination, including but not limited to payment in full of fees and other monies then due, nor shall it prejudice those obligations and limitations which by their nature and meaning survive termination; If any Order Form is terminated by Customer pursuant to the second sentence of Section 4 above, Hobsons shall provide Customer with a pro rata refund of any fees pre-paid for the applicable Service but unused for the remainder of the applicable Order Form Term (less any applicable costs of implementation and support incurred by Hobsons in connection with such Service). In the case of any other termination (other than as set forth in Section 11) there shall be no refunds for Services provided and all future payments for Services shall remain due and payable as agreed by Hobsons and Customer.
6. **Services Implementation:** Upon execution and delivery of the Order Form(s), Hobsons will work with Customer to establish a schedule and task list for the implementation of the Services. Customer understands and acknowledges that Hobsons requires Customer's cooperation in implementing the Services. If Customer has not fulfilled its cooperation duties and as a result, the Services cannot be performed, Customer is still responsible for paying the applicable fees and expenses described in the Order Forms. Additionally, Hobsons shall not be responsible for any delays in implementing the Services caused as a result of Customer not fulfilling its cooperation duties, and the applicable Order Form Term for such Service shall not be extended as a result of any such delay.
7. **Permitted Use:** Customer is authorized to use the Services only for the internal purposes of Customer, and only within the school or department of Customer specified in the applicable Order Form(s). Only Customer's employees may use and access the Services by and on behalf of Customer. Customer shall not otherwise use, share, copy, access or allow access to the Services. Customer's subscription is non-exclusive, terminating, revocable and non-transferable, for the applicable Order Form Term, subject to full payment by Customer. Customer shall not directly or indirectly, (a) sell, assign, lease, license, disclose, grant access to, or otherwise transfer the Services or any copy thereof to any other party; (b) copy the Services, modify the Services or create derivative works thereof; or (c) attempt to adapt, decipher, reverse translate, decompile, disassemble or otherwise reverse engineer, reconstruct or discover any source code or underlying ideas, algorithms, processes know-how or other related technology of the Services, unless permitted by law, in which case Customer shall give advance notice to Hobsons and an opportunity to meet Customer's legally recognized need in other manners.

If the Service includes the Radius Service the provisions in this paragraph shall additionally apply to the Radius Service. The Radius Service may be used by the Customer set forth on the Order Form, and may not include any other Customer unless specifically permitted herein. Customer agrees that the Radius Service is for the sole purpose of accessing the student lifecycle management solution by the aforementioned Customer set forth on the Order Form. If elected, Hobsons grants to Customer the right to link to the Radius Service through Customer's website provided however that Customer shall: (a) use any data supplied through the Radius Service solely in connection with use of the Radius Service, (b) not download or make copies of such data for any purpose other than Customer's internal use, and (c) not use the Radius Service in any manner to provide a user with access to the Radius Service via any framing, layering or other techniques now known or thereafter developed that permit display of the Radius Service with any materials posted by Customer or any party other than Hobsons. Customer may not allow the Radius Service link to be linked to any other web site other than Customer's own site. Hobsons

is not responsible to Customer, any designated user or any other third party regarding the accuracy or validity of the data entered through the Radius Service and Hobsons makes no warranty that the Radius Service will be error-free or that access thereto will be uninterrupted. Upon termination of this Agreement, Customer agrees to immediately disable any embedded link(s) to the Radius Service. All rights to the Radius Service shall remain the property of Hobsons.

If the Service includes IMS Print and Web Services, the terms and provisions set forth on Schedule A hereto shall additionally apply to such IMS Print and Web Services. In the event of any direct conflict between the terms and provisions set forth on Schedule A and any of the other terms and provisions set forth in this Agreement, the terms and provisions on Schedule A shall prevail and control.

If the Service includes Media Services or Enrollment Management Services, the terms and provisions set forth on Schedule B hereto shall additionally apply to such Media Services or Enrollment Management Services. In the event of any direct conflict between the terms and provisions set forth on Schedule B and any of the other terms and provisions set forth in this Agreement, the terms and provisions on Schedule B shall prevail and control.

8. **Intellectual Property:** Customer acknowledges that, as between Customer and Hobsons, all right, title and interest in the Services, including any and all copyrights, patent rights, trade secrets, trademarks, service marks, trade names and any other statutory or common law intellectual property or other proprietary rights related to the Services are owned by Hobsons and/or Hobsons' subsidiaries, third party licensors, suppliers or vendors. Customer shall obtain no intellectual property ownership regarding the Services and hereby assigns to Hobsons, any enhancement of the Services generated in the course of this Agreement. Customer will not, at any time, do, or omit to do, anything which is likely to prejudice Hobsons' or any of Hobsons' subsidiaries', third party licensors', suppliers' or vendors' ownership of any intellectual property rights in the Services (or any component thereof). Customer will not remove, suppress or modify in any way any proprietary marking, including any trade mark or copyright notice, on or in the Services or on or in any component thereof.
9. **Compliance with Law:** Customer represents and warrants that any data, information, applications or other materials that Customer provides to Hobsons are owned by Customer and/or licensed for use by Customer and by Hobsons for all uses contemplated by this Agreement. Customer shall strictly adhere to any and all applicable laws, regulations or guidelines, as well as any professional or ethical codes, relating to the use of data, including, without limitation, all restrictions relating to the privacy of any personally identifiable information or other information. In the event Hobsons is requested to deliver bulk email, all email addresses are to be provided by Customer, and Customer shall have sole responsibility for determining and warrants that those email addresses are held on an "opt-in" basis under which the owner of the email address has agreed to the receipt of email on behalf of Customer under applicable law. Customer shall have sole responsibility for receiving, processing and warrants that it will process within ten (10) days any and all removal requests received by email address owners, and will apply such requests to address lists provided to Hobsons before delivery.
10. **Indemnification:** To the extent permitted by law, and subject to the terms and limitations in this Agreement, both parties shall indemnify and hold harmless each other, and their respective officers, directors, employees, shareholders, legal representatives, agents, successors and assigns, from and against any damages, liabilities, costs and expenses (including reasonable attorneys' and professionals' fees and court costs) relating to or arising out of (a) any third party claims based on a claim that any data, information, applications or other materials provided to either party, if any, infringe any intellectual property right of a third party or (b) any breach of any warranty or covenant under this Agreement. In no event will the obligations of Hobsons to indemnify and hold harmless Customer pursuant to this Section 10 apply to any claim which arose from (i) a use of the Service by Customer which was not in accordance with the terms of this Agreement or the applicable Order Form, (ii) a modification to the Service not consented to in writing by Hobsons, or (iii) use of a version of the Service which is not the most current version of such Service provided to Customer.
11. **Infringement Remedy:** If in Hobsons' reasonable judgment, any Service is subject to an intellectual property infringement claim or other claim, Hobsons may, at its option, either secure for the Customer the right to continue using the relevant Service, or replace or modify the relevant Service to make it non-infringing, without incurring a material diminution in performance or function. If neither of the foregoing is, in Hobsons' judgment, reasonably available, Hobsons may discontinue the availability of the relevant Service, and Customer shall, upon notice from Hobsons, return to Hobsons any related documentation and any copies of the relevant Service hosted by Customer, and Hobsons shall provide Customer with a pro-rata refund of the fees paid in advance by Customer in connection with any such returned Service.
12. **Limited Warranty:** Hobsons represents and warrants that it will perform the Services in a timely and professional manner, in conformance with generally accepted industry standards. THE ABOVE ARE THE ONLY

REPRESENTATIONS AND WARRANTIES CONCERNING THE SERVICES, AND HOBSONS AND ITS THIRD PARTY LICENSORS, SUPPLIERS AND VENDORS DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION WARRANTIES OF ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, AND IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF HOBSONS OR ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN INFORMED OF SUCH PURPOSE, OR ANY REPRESENTATIONS AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. THE SERVICES MAY INVOLVE DATA TRANSMISSION OVER THE INTERNET AND, AS SUCH, HOBSONS DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. SIMILARLY, AS THE DATA BEING MANAGED BY HOBSONS ORIGINATES FROM CUSTOMER'S USERS, NEITHER HOBSONS NOR ANY OF ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS MAKES ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE SERVICES. NO AGENT OF HOBSONS IS AUTHORIZED TO ALTER OR EXCEED THE REPRESENTATION AND WARRANTY OBLIGATIONS OF HOBSONS AS SET FORTH HEREIN.

13. **LIMITATION OF LIABILITY:** THE LIABILITY OF HOBSONS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER WITH RESPECT TO THE SERVICES, REGARDLESS OF THE LEGAL THEORY, OR THE DELIVERY OR NON-DELIVERY OF THE SERVICES, SHALL NOT BE GREATER THAN THE FEE ACTUALLY PAID BY CUSTOMER TO HOBSONS HEREUNDER IN CONNECTION WITH THE SERVICE AT ISSUE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE UPON WHICH SUCH CLAIM ACCRUED. UNDER NO CIRCUMSTANCES WILL HOBSONS ANY OF ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, (EVEN IF HOBSONS OR ANY OF ITS THIRD PARTY LICENSORS, SUPPLIERS OR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR COMMITMENTS, WHETHER MADE IN THE ESTABLISHMENT, DEVELOPMENT OR MAINTENANCE OF BUSINESS REPUTATION OR GOODWILL, FOR LOSS OF DATA, COST OF SUBSTITUTE SOFTWARE, COST OF CAPITAL, AND THE CLAIMS OF ANY THIRD PARTY, OR FOR ANY OTHER REASON WHATSOEVER. IN THE EVENT SUCH LIMITATIONS ARE PROHIBITED BY LAW, THE MAXIMUM LIABILITY OF HOBSONS SHALL BE \$1,000. For purposes of clarification, it is understood that NO HOBSONS SUBSIDIARY shall have ANY liability for any claims made by Customer respecting the Services. Customer's sole recourse with respect to any claims arising out of the Services shall be against HOBSONS (in accordance with, and subject to, the terms and limitations in this Agreement).
14. **Confidentiality:** Confidential Information shall include information that is confidential, nonpublic, competitively sensitive, private and/or proprietary in nature, labeled "Confidential" or "Proprietary" (or similar wording), or identified orally as such, or that the party receiving the Confidential Information should otherwise reasonably construe as confidential under the circumstances. Without limitation, the Services constitute Confidential Information of Hobsons. Without limitation, any data that has been collected for or provided by Customer in connection with the Services hereunder ("User Data") shall be considered Confidential Information of Customer. Hobsons, on the one hand, and Customer, on the other hand, each agrees (a) not to use or disclose to any third party the Confidential Information disclosed to it by the other ("Disclosing Party") for any purpose other than as contemplated by this Agreement, and (b) to protect the Disclosing Party's Confidential Information with at least the same degree of care it uses to protect its own Confidential Information, but at a minimum to use commercially reasonable efforts. Notwithstanding anything herein to the contrary, Hobsons shall be permitted to create, use, publish, transmit, store, market, promote or display any aggregated or derivative data from the User Data without restriction or obligation to Customer.

The confidentiality obligations described above shall not apply to Confidential Information to the extent that the party receiving such Confidential Information ("Receiving Party") can prove through credible written evidence (a) was lawfully received by the Receiving Party from a third party free of any obligation to keep it confidential; (b) is or becomes publicly available, other than by breach of Receiving Party of its obligations to the Disclosing Party; (c) is independently developed without any reference to the Confidential Information, as evidenced by contemporaneous written records of Receiving Party, or (d) is required to be disclosed by law, regulation or court order; provided that, with respect to any of the foregoing exceptions, the Receiving Party will give the Disclosing Party prompt notice prior to disclosure of Confidential Information that is claimed to be subject to an exception.
15. **Government Restricted Rights:** This provision applies to Services acquired directly or indirectly by or on behalf of any government. The product is a commercial product, subscribed on the open market at market prices, and was developed entirely at private expense and without the use of any government funds. Any use, modification,

reproduction, release, performance, display, or disclosure of any Service by any government shall be governed solely by the terms of this Agreement and shall be prohibited except to the extent expressly permitted by the terms of this Agreement, and no subscription is granted to any government requiring different terms.

16. **Disclosure of Agreement/Use of Customer's Name:** Customer and Hobsons agree to keep the terms of this Agreement and of any future purchases of Services confidential. Customer agrees to allow Hobsons to use Customer's name and logo for the purpose of indicating Customer is a client of Hobsons without indicating any endorsement of the Services provided.
17. **Reseller:** Hobsons is an authorized reseller of services and products of the Hobsons Subsidiaries pursuant to the terms of resale agreements between such Hobsons Subsidiaries and Hobsons. Such Hobsons Subsidiaries are intended third party beneficiaries of this Agreement. Notwithstanding anything herein to the contrary, no Hobsons Subsidiary shall have any liability or obligation to the Customer under this Agreement or in connection with the Services (defined below) and Customer's sole recourse under this Agreement or in connection with the Services shall be against Hobsons, subject to and in accordance with the terms, provisions and limitations set forth herein.
18. **Amendment, Modification:** This Agreement may only be modified in a written amendment signed by authorized representatives of Hobsons and Customer.
19. **Entire Agreement:** This Agreement, all Order Forms and any amendments thereto contain the entire Agreement of the parties concerning the Services and supersede any prior oral or written understandings of the parties.
20. **Notices:** All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered personally, or three days after being mailed by registered or certified mail, postage prepaid, addressed to the attention of the individual(s) at the address(es) set forth on the signature page of this Agreement. Such addresses may be changed by a written notice in accordance with this Section 20.
21. **Law:** This Agreement shall be construed and enforced in accordance with and governed by the substantive laws of the State of Ohio, without reference to its conflict of law principles and without regard to the U.N. Convention of Contracts for the International Sale of Goods. Any dispute over the terms of this Agreement shall be brought in the Federal District Court for the Southern District of Ohio located in Cincinnati, Ohio or the Courts of the State of Ohio located in Cincinnati, Ohio. All parties to this Agreement hereby consent to the personal jurisdiction of those Courts.
22. **No Implied Waiver:** No failure by any party to insist upon strict performance of any term or obligation set forth in this Agreement or to exercise any right or remedy under this Agreement, shall constitute a waiver of such term, obligation, right, or remedy.
23. **Attorneys' Fees:** In the event either party initiates litigation to obtain payment of monetary obligations, or to enforce any other term of this Agreement, the breaching party shall be liable for all costs and reasonable attorneys' fees incurred by the other party in connection therewith.
24. **Independent Contractors:** Hobsons and Customer are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between the parties. No party is an agent or representative of the other or is authorized to make any warranties or representations or assume or create any other obligations on behalf of the other.
25. **Severability:** Should any provision of this Agreement be held invalid or unenforceable then each such provision shall be automatically reformed so as to be enforceable, or if such reformation is not possible, each such provision shall be automatically terminated.
26. **Assignment:** Neither party may assign or delegate this Agreement or any of such party's rights or obligations under this Agreement without the prior written consent of the other parties hereto. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
27. **Excusable Delay:** Any delay in the performance by Hobsons of its obligations under this Agreement shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such party including, without limitation, any act of God, any fire, flood, or weather condition, any earthquake, any act of a public enemy, war, insurrection, riot, explosion, or strike.
28. **Other Customer Parties:** The parties hereto agree that Customer Affiliates (as defined below) shall be permitted

to order Services under and pursuant to the terms of this Agreement. Such Customer Affiliate may purchase Services by executing an Order Form (which shall be signed by such Customer Affiliate and Hobsons in order to be effective and legally binding). Such Order Form(s) shall describe the Services being ordered by such Customer Affiliate and the fees, implementations dates, and, to the extent different from the provisions of this Agreement, delivery and/or other terms conditions related to such Services. The Order Form together with this Agreement shall be deemed to be a separate agreement between the Customer Affiliate on the one hand, and Hobsons, on the other hand, and all of the rights and obligations of Customer under this Agreement shall be deemed to be rights and obligations of such Customer Affiliate. In the event of any conflict between the terms of such an Order Form and this Agreement, the terms of such Order Form shall control with respect to the subject of such Order Form only. For purposes of this Agreement, "Customer Affiliate" means any department or school in the same university system as Customer.

29. **Miscellaneous:** Pursuant to the terms of Hobsons' agreements with certain third party providers, the terms set forth at <http://www.hobsons.com/hr/pas-licensing> and <http://www.hobsons.com/hr/boomt-licensing> are incorporated into and made a part of this Agreement.

The Services are subject to the requirements and limitations set forth at <http://go.hobsons.com/productlimitations>, which are incorporated into and made a part of this Agreement.

30. **Data Archiving:** In order to maximize the ApplyYourself system performance, Hobsons and/or ApplyYourself (a Hobsons Subsidiary), maintains the right to archive User Data on an annual basis. Customer will be notified about the specifics of the archiving process at least thirty (30) days before the archiving is executed. Electronic data restored from archived files are available upon request. Additional fees may apply for data retrieval services.
31. **Family Educational Records and Privacy Act:** In the event Customer is subject to the provisions of the Family Educational Records and Privacy Act ("FERPA"), the parties agree as follows: (A) Customer appoints Hobsons, and third party(ies) assisting Hobsons in performing the Services, as reasonably determined by Hobsons, as a "school official" as that term is used in FERPA §§99.7(a)(3)(iii) and 99.31(a)(1) and as interpreted by the Family Policy Compliance Office, and determines that Hobsons, and such third party(ies), as appropriate, has a "legitimate educational interest," for the purpose of carrying out its responsibilities under the Agreement. (B) Hobsons acknowledges that it shall be bound by all relevant provisions of FERPA and agrees that personally identifiable information obtained from Customer by Hobsons in the performance of this Agreement: (i) will not be disclosed to third parties, except as expressly provided for in FERPA §§99.3, without signed and dated written consent of the student, or if the student is under eighteen (18) years of age, signed and written consent of the student's parents/guardians, unless such third party(ies) is assisting Hobsons in performing the Services, as reasonably determined by Hobsons, and such disclosures are subject to FERPA §§99.7(a)(3)(ii) and 99.31(a)(1). (ii) will be used only to fulfill Hobsons' responsibilities under the Agreement. In accordance with FERPA, the parties agree that any consents to disclose information may be made electronically. Upon written request of Customer, Hobsons shall disclose to Customer the names of such third parties.

By affixing their signatures below and intending to be bound, the duly authorized representatives of Hobsons and Customer indicate their agreement to the terms and conditions of this Agreement as of the date set forth above.

HOBSONS, INC.

DocuSigned by:

By: Chris Zakumensky
 Name: Chris Zakumensky
 Title: Vice President, Sales
 Address: 50 E-Business Way, Ste. 300
Cincinnati, OH 45241 USA

CUSTOMER

By: Ralph S. Cerni
 Name: Ralph S. Cerni
 Title: VP
 Address: _____

SCHEDULE A – Additional Terms and Provisions Applicable to IMS Print and Web Services

1. **Ownership and License.** Customer agrees that the ownership of the Hobsons network, print products, new media, virtual student fairs, exclusive leads, quoted services, Websites, and all components of the Hobsons software are the exclusive property of Hobsons or the Hobsons Subsidiaries, and that by virtue of this Agreement, Customer is not granted any rights of ownership therein. For the term of this Agreement (described below), Hobsons grants to Customer a non-exclusive, revocable, non-transferable license to distribute the storage media it licensed from Hobsons hereunder. Customer agrees to purchase or license exclusively from Hobsons all copies of media or other portions of Hobsons presentations, and to make no copies or authorize any third party to make copies. Upon expiration, termination or cancellation of this Agreement or the Order Form Term for the IMS Print and Web Services, Customer shall return all such materials to Hobsons. Customer grants Hobsons, and anyone acting on behalf of Hobsons, a royalty-free license to copy and use any material provided by Customer that is reasonably necessary for Hobsons to fulfill its obligations under this Agreement.
2. **Web products.** Please refer to the table in Section 4 for specific product information. For all products Customer understands that Customer could lose priority and placement of their advertising and the schedule and delivery of their product could be compromised as a result of a failure to submit materials within the timeframes described in the table in Section 4. If the Order Form for the IMS Print and Web Services is executed and delivered by both parties after the 15th day of the month in which the Order Form for the IMS Print and Web Services is so executed and delivered and the start date is the same month, Customer must provide materials with the Order Form for the IMS Print and Web Services. Upon written notice to Hobsons delivered simultaneously with the execution and delivery of the Order Form for the IMS Print and Web Services, Customer may elect to move their end-date to the following month. For purposes of clarification, Customer's materials may be posted on Hobsons' Web sites, or Third Party sites. For purposes of clarification, "Third Party sites" means Web sites of Hobsons' marketing partners or Web site of other third party providers reasonably selected by Hobsons.

In the event Customer purchases advertisement services from Hobsons that includes Impressions, this paragraph shall apply. Hobsons will monitor delivery of the placement of Impressions (as defined below) and monitor progress of delivery of monthly Impressions against the targeted amount over the Order Form Term for the IMS Print and Web Services. Hobsons may at its option also provide Customer software or access to software for tracking or other purposes, and in such event, Hobsons grants to the Customer only a non-exclusive license to use such software solely for such purpose for the Order Form Term for the IMS Print and Web Services. This Impressions service program shall continue for the number of months contracted unless earlier discontinued by Hobsons, in which case Hobsons will be entitled to a pro rata payment based on the length of the term during which Impressions were delivered. For purposes of this Agreement, "Impressions" are a measurement of responses from a Web server to a page request from the user browser, which is filtered from robotic activity and error codes, and is recorded at a point as close as possible to opportunity to see the page by the user.
3. **Print products.** If the Order Form for the IMS Print and Web Services is executed and delivered by both parties on or before the 15th day of the month in which the Order Form for the IMS Print and Web Services is so executed and delivered, Customer agrees to submit materials within 20 calendar days of the execution and delivery of the Order Form for the IMS Print and Web Services by both parties; provided that this sentence shall not apply with respect to any Order Form Term for the IMS Print and Web Services executed and delivered by both parties in the month of September. For any such the Order Form for the IMS Print and Web Services executed and delivered by the parties in September, Customer must submit materials within a further expedited timeframe to be determined by Hobsons to meet end-of-year (September 30) delivery. Customer understands that Customer could lose priority and placement of their advertising and the schedule and delivery of their product could be compromised as a result of a failure to submit materials within the time frames described in this Section 3.
4. **Additional Product Terms.** The terms of this table shall apply to the specific products and services listed below:

Product / Service	Lead Time to Obtain Materials from Participant	Terms and Conditions
Beat the GMAT MBA Watch Page	14 days	Participant must provide materials 14 days

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Hub Page products (web tour, profile, web links)		before publishing date. Hobsons will make no more than 3 attempts to secure materials from Participant, and Hobsons will not extend the end date of this Agreement.
Duration-based display ad (forum placement, mobile app, section placement, CollegeView geotargeted, ActiveMatch)	14 days	Participant must provide materials 14 days before publishing date. Hobsons will make no more than 3 attempts to secure materials from Participant, and Hobsons will not extend the end date of this Agreement. Participant must purchase in quantity of months. Months must be consecutive for each particular line item. Specific Impressions are not guaranteed for duration-based ads.
College Confidential Impression-based display ad (CC geo-targeted, CC re-targeted,)	14 days	Participant must purchase by units (each unit represents 50,000 Impressions). Impressions will be equally distributed amongst the time frame contracted for each particular line item.
SuperMatch ads	14 days	Participant must purchase by blocks (each block represents 5,000 searches). Blocks will be equally distributed over 12 months for each particular line item.
Beat the GMAT Events (Chat, Webinar)	21 days	Participant must deliver required information and materials to Hobsons 21 days before the purchased event date. The event must be conducted on the purchased event date provided that Participant may request an alternative date in the same calendar month. Hobsons at its option may accept or deny such request and without limiting the foregoing will deny such request in the event there is no availability for the event on the alternative date.
Punch Newsletter	14 days	Participant must deliver required materials to Hobsons 14 days before the publishing date of the newsletter Participant has sponsored.
Beat the GMAT Newsletter Sponsorship	14 days	Participant must deliver required information and materials to Hobsons 14 days before the publishing date of the newsletter Participant has sponsored. The newsletter must be published on the purchased publication date provided that Participant may request an alternative date in the same calendar month. Hobsons at its option may accept or deny such request and without limiting the foregoing will deny such request in the event there is no availability for the publication on the alternative date.
Beat the GMAT Ads (3 products) (Paragraph 2 above does not apply to these Ads)	14 days	Participant must purchase by slots (each slot represents 40,000 Impressions). A slot that is purchased cannot be spread across more than one month. If Participant

		purchases a slot, it must be used in a given month.
Naviance State Handbooks International Distribution	7 days 14 days	Participant must submit materials within the agreed upon timeframe in order to meet scheduled product delivery.
Custom print, web development	See next column	Prior to the execution of this Agreement, the Participant will have identified the specific delivery dates in which the Participant would like these products delivered. If the Participant does not identify a specific delivery date, September 30th will become the default date in which all projects will be delivered for Hobsons end-of-year. All materials must be submitted by the Participant within the agreed upon timeframe in order to meet end-of-year.
Virtual Student Fair	9 days	Participant booth must be built based on the Hobsons timeline in order to ensure participation in an event.

5. **Substitute Information; Changes; Approvals.** If Customer fails to provide any or sufficient material in a timely manner, it agrees that Hobsons may use (but is under no obligation to use) publicly available information in its reasonable discretion to fulfill its obligations hereunder. While in production, Customer is limited to three rounds of changes (to begin and end within time periods identified above). If Customer needs further development after these three rounds in order to complete their product, Customer must contract for writing and/or design and/or development services at an additional charge to cover the additional costs and time incurred, which shall then be limited to an additional three rounds of changes. Hobsons reserves the right to publish materials in their latest state to meet Hobsons' own delivery schedule and printing needs. Except when Hobsons uses publicly available information to fulfill its obligations under this Agreement, Customer shall have the opportunity to approve all items going to publication, provided that such approval occurs at least 30 days prior to publication. Lack of Customer response or an untimely response will be considered approval. Customer shall have no recourse against Hobsons (and Hobsons shall have no liability for) for the use of publicly available information by Hobsons, even if the information is inaccurate, incorrect, or misleading.
6. **Packages or Bundles.** With respect to any package or bundle of Hobsons services or products sold, licensed or subscribed to by Customer, Customer shall not be entitled to any refund, substitute, credit, rebate or replacement for any component or portion of such package or bundle which Customer chooses not to use, implement or exploit.
7. **Term and Cancellation.** Unless otherwise agreed in a writing signed by Participant and Hobsons, the Order Form Term for the IMS Print and Web Services shall be the current fiscal year (October-September) year in which the Order Form for the IMS Print and Web Services was signed by both of the parties. Participant understands that Hobsons must immediately undertake and will continue to perform work and incur expenses to fulfill its obligations. If Participant fails to provide applicable materials to Hobsons within 3 months of the date of the Order Form for the IMS Print and Web Services, or at least 1 month prior to the publication date, whichever occurs first, 50% of the contract price (set forth on the Order Form for the IMS Print and Web Services) shall become immediately due and payable so that Hobsons can fulfill its own obligations. Provided that Hobsons has at least 60 days to reformat the publication, this failure will result in a cancellation of the Order Form Term for the IMS Print and Web Services. Otherwise, Participant agrees that Hobsons is authorized (but not required) under this Agreement to fulfill its obligations with the use of publicly available information, which requires additional time, effort, and expense that cannot be calculated at this time; therefore, Hobsons will be entitled to the remaining payment due under this Agreement plus additional fees to be assessed for writing and design services incurred.

Either party may cancel the Order Form Term for the IMS Print and Web Services within 7 days of the execution and delivery of the Order Form for the IMS Print and Web Services by both parties; in which case, Participant shall not be required to pay any portion of the contract price for such IMS Print and Web Services. Participant agrees that 50% of such contract price shall become immediately due and payable in the event that cancellation occurs (x) after 7 days of the execution and delivery of the Order Form for the IMS Print and Web Services by both parties but (y) prior to the supply of materials by Participant. Participant further agrees that, in the event that cancellation occurs after the supply of materials or after Hobsons has endeavored to fulfill its obligations through the use of publicly available information, Hobsons has utilized sufficient time and effort to fulfill its obligations under this Agreement and accordingly, 100% of the contract price shall become immediately due and payable. The parties acknowledge and agree that the damages in the event of cancellation would be difficult to determine and the cancellation charges described herein constitute a reasonable estimate of appropriate liquidated damages and that such is not intended as a penalty. Any cancellation must be in writing and signed by the party electing cancellation. Cancellation by a party shall be deemed effective upon receipt of such written and signed notice of cancellation by the other party.

8. **Miscellaneous.** Without limiting any other provision of the Agreement, Hobsons makes no representations, warranties, covenants or agreements that the posting of Customer's materials on any Hobsons' Web sites or any Third Party Sites or the printing of any of Customer's materials in any printed matter will not violate any law, rule, regulation, policy, bylaw, membership organization document or contract to which Customer or any of its affiliates is a party or by which it is bound. Customer agrees to reimburse Hobsons for any shipping costs incurred by Hobsons in connection with the performance of the IMS Print and Web Services.

SCHEDULE B – Additional Terms and Provisions Applicable to Media Services

1. **Appointment as Agent.** In order for Hobsons to perform the Media Services, Customer appoints Hobsons as its agent and as its attorney-in-fact solely for the purposes of performing the Media Services.
2. **Ownership.** As between Hobsons and Customer, provided that Customer pays all of the fees due for the Media Services as set forth on the Order Form for such Media Services, Customer shall own all rights to any deliverables produced by Hobsons in connection with such Media Services. Notwithstanding the foregoing, Hobsons shall (i) own all right, title and interest in and to (including all intellectual property rights), all processes and know-how developed and/or used by Hobsons in connection with the performance of the Media Services (all of which shall be deemed to be "Confidential Information" of Hobsons), as well as any creative content in existence prior to the date of the Order Form for such Media Services, and (ii) Hobsons shall have the right to use the "look and feel", designs, layouts and concepts used in any of the deliverables produced by Hobsons in connection with such Media Services in the performance of services for other customers or potential customers of Hobsons (and in connection therewith, Customer grants Hobsons a worldwide, fully paid-up, perpetual license to use such items).
3. **Completion.** Hobsons reserves the right to carry to completion any non-cancelable contract or commitment made by Hobsons as Customer's agent and attorney-in-fact, and still existing at the termination of the Order Form for the Media Services.
4. **Delivery Upon Completion.** Upon the termination of the Order Form for the Media Services, provided that there is no indebtedness then owing by Customer to Hobsons, Hobsons shall transfer and make available to Customer or Customer's representative, any tangible property and materials in Hobsons' possession or control belonging to and paid for by Customer. Hobsons will also give Customer all reasonable cooperation toward transferring with approval of third parties in interest all reservations, contracts and arrangements with advertising media, or others, of advertising space, broadcast time or materials yet to be used and all rights and claims thereto and therein, upon being duly released from the obligation thereof.
5. **Customer Responsibilities.** Customer shall be responsible for the accuracy, completeness and propriety of information concerning its organization, products, services, competitors' products and services that Customer furnishes to Hobsons in connection with the performance of the Media Services. Accordingly, Customer shall indemnify and hold Hobsons harmless from and against any loss, damage, liability, claim, demand, suit and expense (including reasonable attorneys' fees) which may be incurred

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by Hobsons as the result of any claim, demand, suit or proceeding made or brought against Hobsons based upon or arising out of: (a) any advertising or other materials or services which Hobsons prepared or performed for Customer and which were approved by Customer; (b) information or materials provided to Hobsons by Customer; (c) risks which Hobsons has brought to Customer's attention in writing where Customer elects to proceed; (d) the nature or use of Customer's products or services; and (e) Customer's breach of its representations, warranties, covenants and obligations hereunder. Customer also agrees to defend and hold Hobsons harmless for claims arising out of Hobsons' adherence to Customer's instructions or directions.

6. **Use of Name.** During the Order Form Term for the Media Services, Customer grants Hobsons the *nonexclusive right to use Customer's name, trademark and logo to produce, market, distribute, promote and perform the Media Services.*
7. **No Responsibility for Suppliers.** Hobsons shall endeavor to guard against any loss to Customer as the result of the failure of media or suppliers to properly execute their commitments, but Hobsons will not be responsible for their failure, provided that such failure is outside the control of Hobsons.

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**Hobsons, Inc.**

50 E Business Way
Suite 300
Cincinnati, OH 45241
www.hobsons.com

HOBSONS**Order form**

Order Number: Q023924
Valid until: 10/10/2014
Account Representative: Steve Adkins
Phone:

Contact Information

Customer Name: Dowling College - Undergraduate
Bill To: Jonathan White
Sold To: Jonathan White
Address: c/o
Long Island, New York 11769
United States
Email: whitejo@dowling.edu
Phone: 531-244-3009

Product or Service	Detail	Quantity	Term	Start Date
Radius Base Implementation Package		1.0	12	10/10/2014
Radius Enterprise Package		1.0	36	10/10/2014
TOTAL:				\$45,000

Comments/Notes

This agreement serves to purchase Hobsons Radius CRM for a term of 3 years including the Radius solution and implementation.

Terms and Conditions

By signing below, you agree to be bound by such terms and that such terms are made a part of this contract.

Customer Authorized Signature:

Date: 10/8/2014

Customer Printed Name:

Title: CFO

Hobsons Authorized Signature:

Date: 10/20/2014

Hobsons Printed Name:

Chris Zahumensky

Title: Vice President, Sales



Please remit your payment to:
Hobsons, Inc.
 P.O. Box 505208
 St. Louis, MO 63150-5208

Bill to:
Dowling College Undergraduate
 150 Idle Hour Blvd

Oakdale, New York 11769-1999
 United States
 Attn: Jonathan White

Sales Invoice



Invoice #: INV00017821
Invoice Date: 10/15/2016
Due Date: 11/14/2016
Customer ID: H00009678
Purchase Order:
Terms: Net 30
Sales Rep:

Amount Due: \$20,400.00

Amount Enclosed: \$ _____

Please return top portion of this invoice with your payment for accurate processing.

Description	Amount
Radius Enterprise Package	\$20,400.00
Radius Enterprise Package	
Radius Enterprise Package	
Radius Implementation	
Discount	
Comments:	
	Subtotal: \$20,400.00
	Tax: Tax-Exempt
	Total: \$20,400.00
	Invoice Balance: \$20,400.00

Please make checks payable to Hobsons, Inc. in US Dollars (USD), include your invoice number, and send payment only to the remittance address shown above.

All other correspondence may be sent to our physical address - Hobsons, Attn: Accounts Receivable, 50 E. Business Way, Suite 300, Cincinnati, OH 45241 or to our email address accountsreceivable@hobsons.com. (800) 827-8439, option 4 for personal assistance.

For payments via Wire/ACH: Routing #: 111000012, Account #: 3756509975, Swift #: BOFAUS3N, Bank of America, Charlotte, NC.

Thank you for choosing Hobsons!

Federal Tax ID: 13-3730872

Page 1

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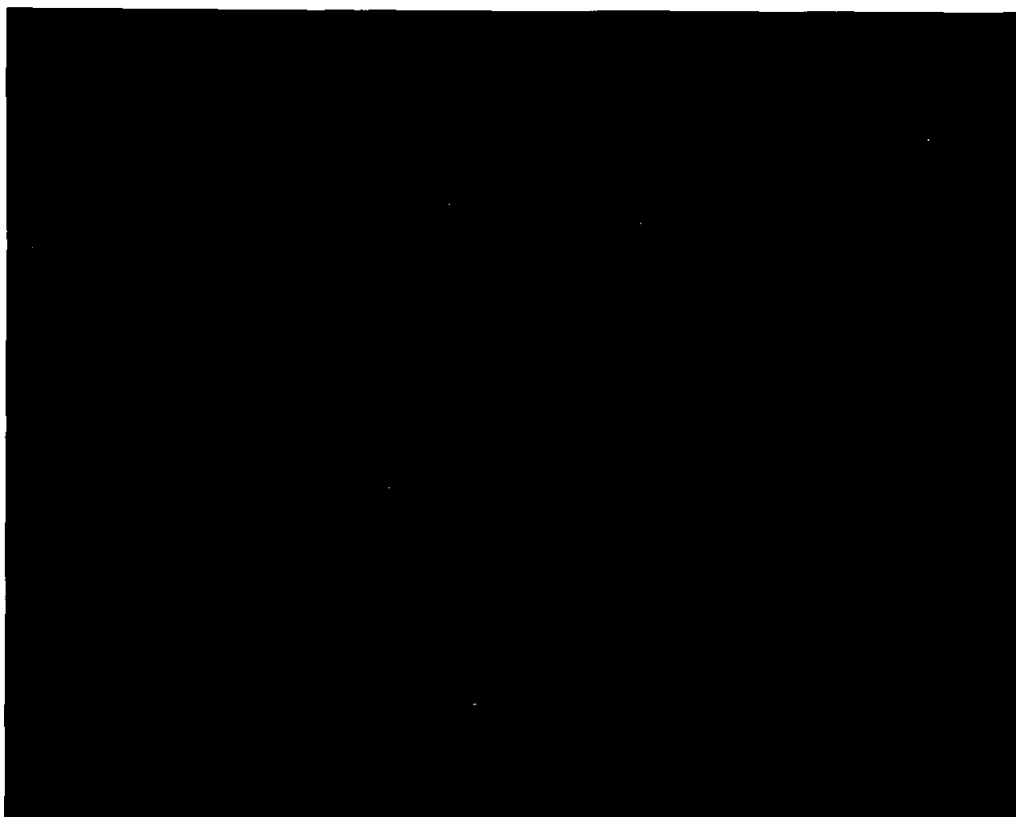
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Competitive Active Match Tier 4		1	8	03/31/2018
Competitive Active Match Tier 5		1	8	03/31/2018
Hub B		1	12	03/31/2018
Hub B Web Prep Fee		1	12	03/31/2018
TOTAL:				\$32,304.82

Comments/Notes

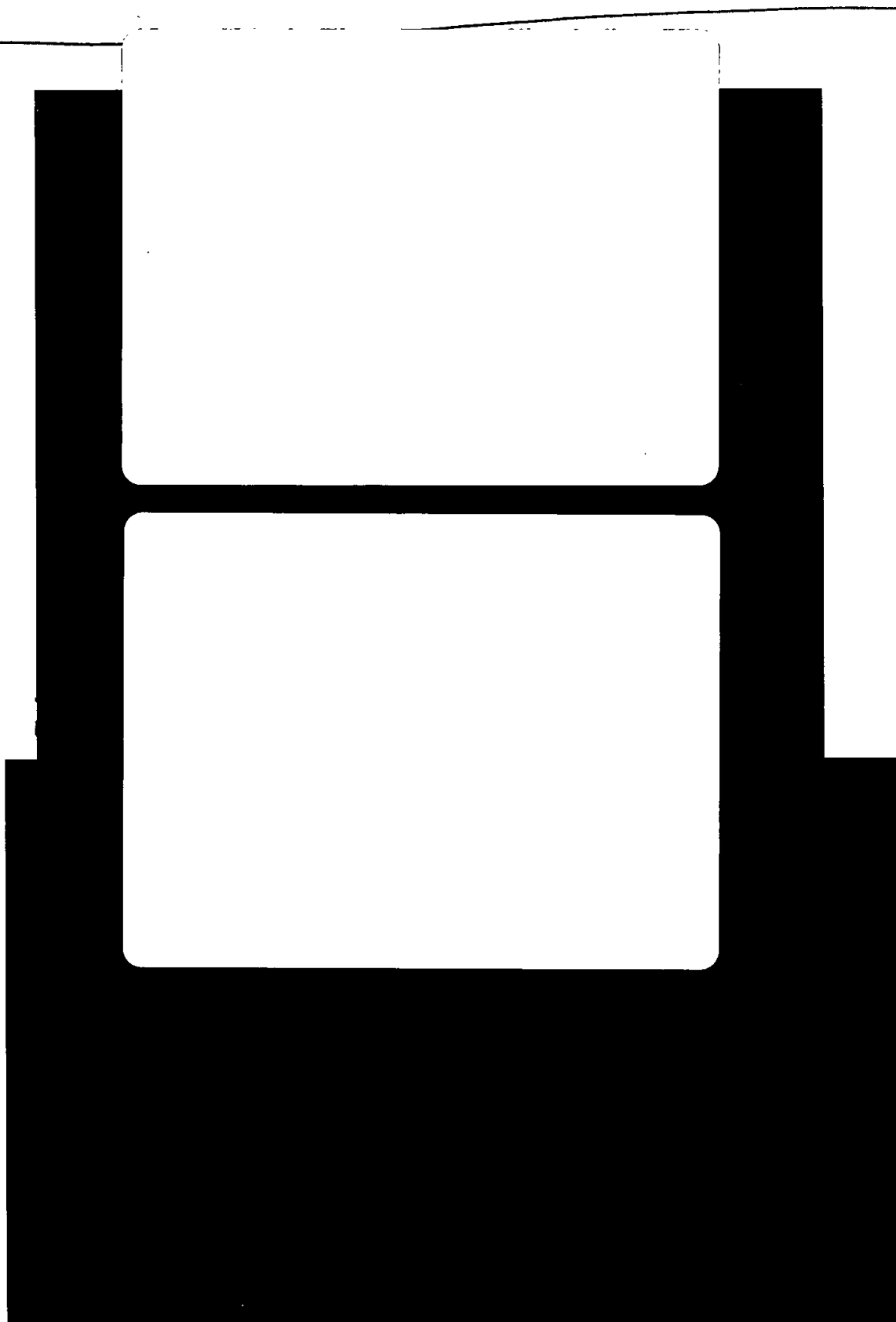
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Terms and Conditions

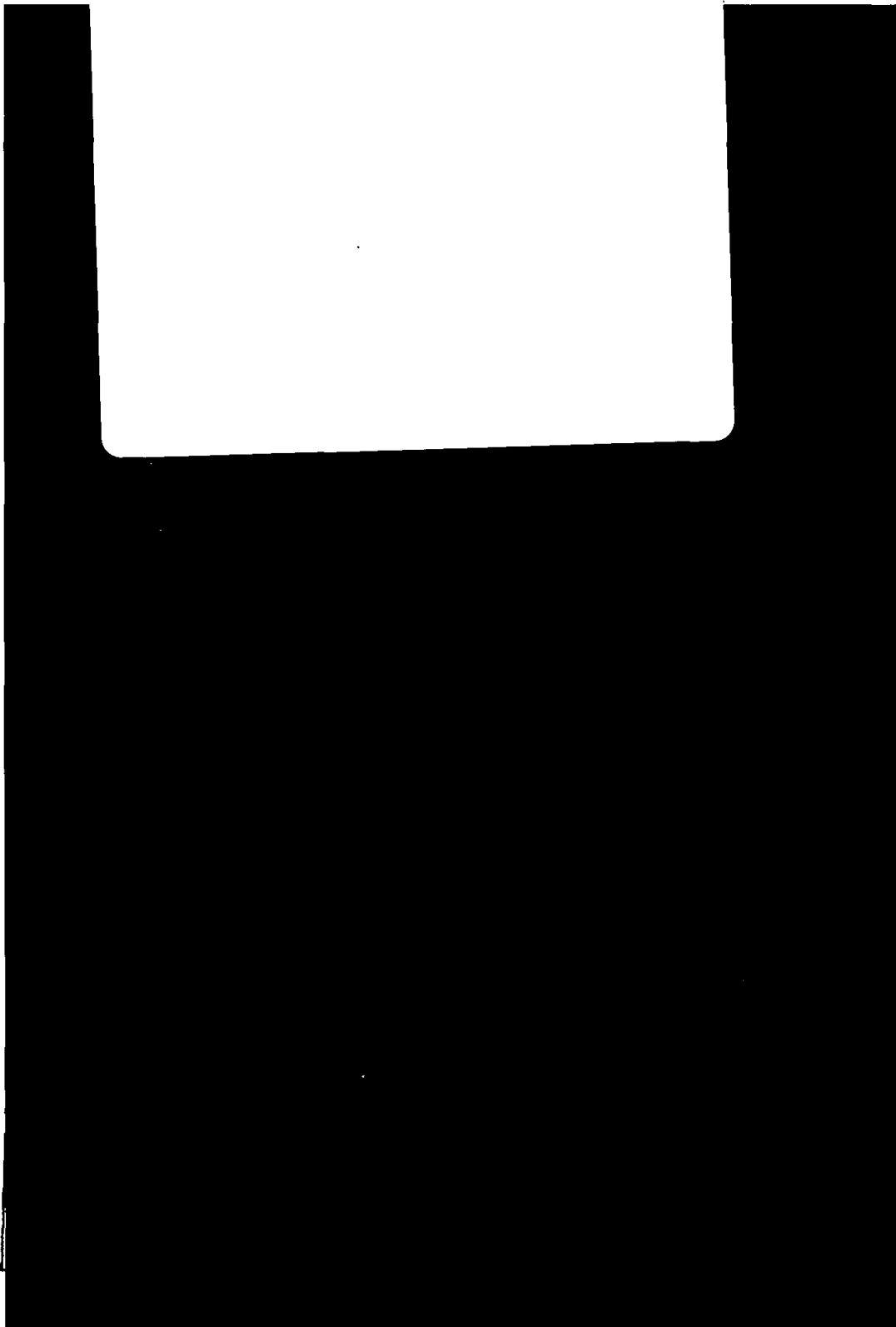
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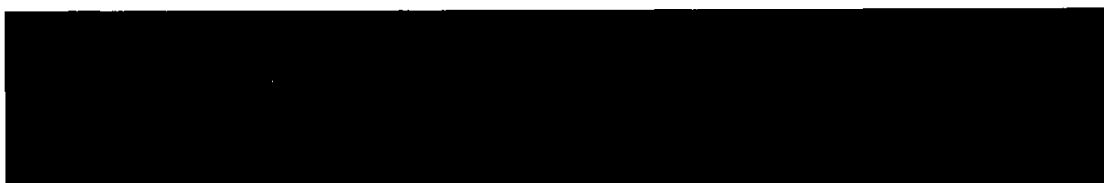
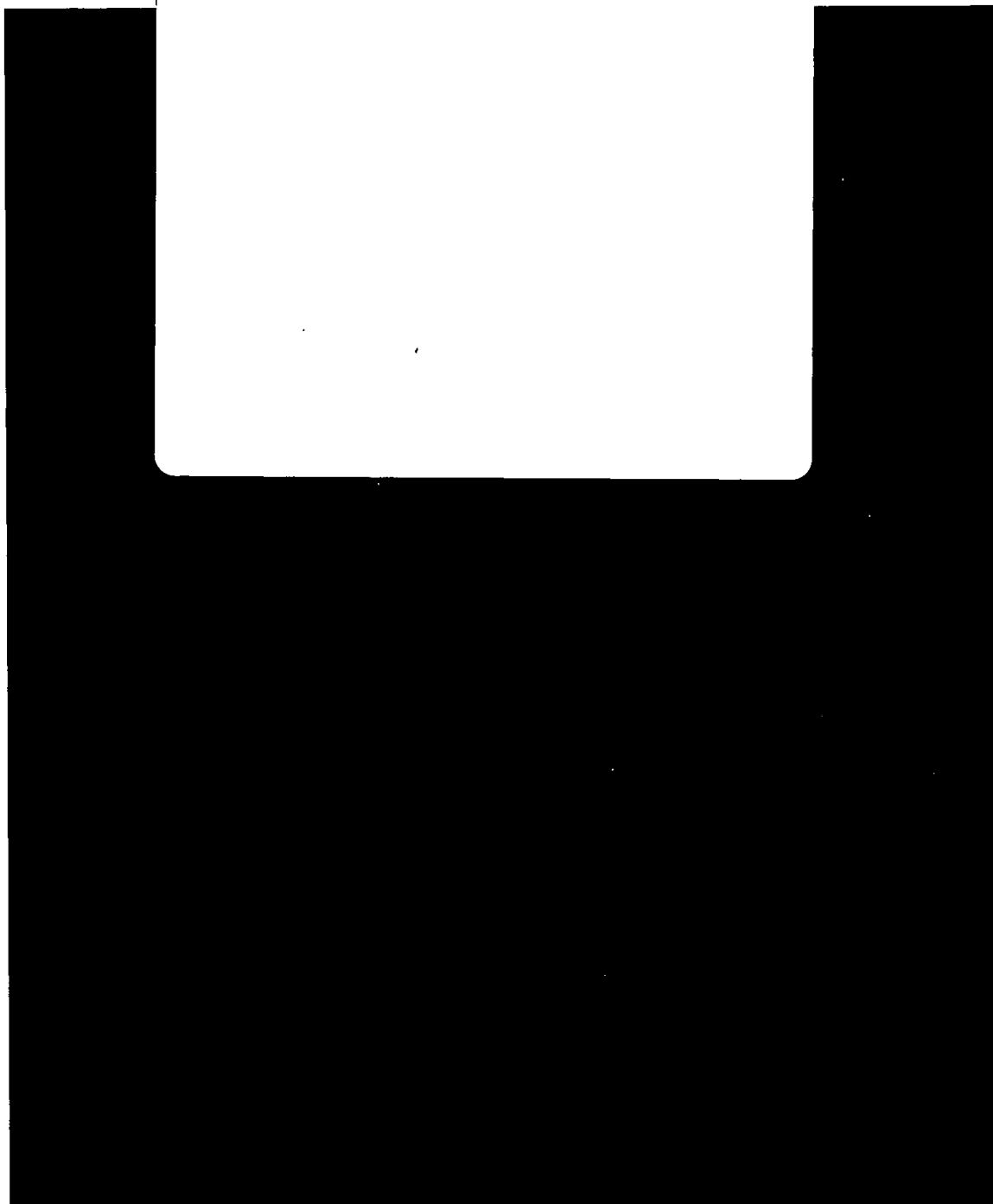
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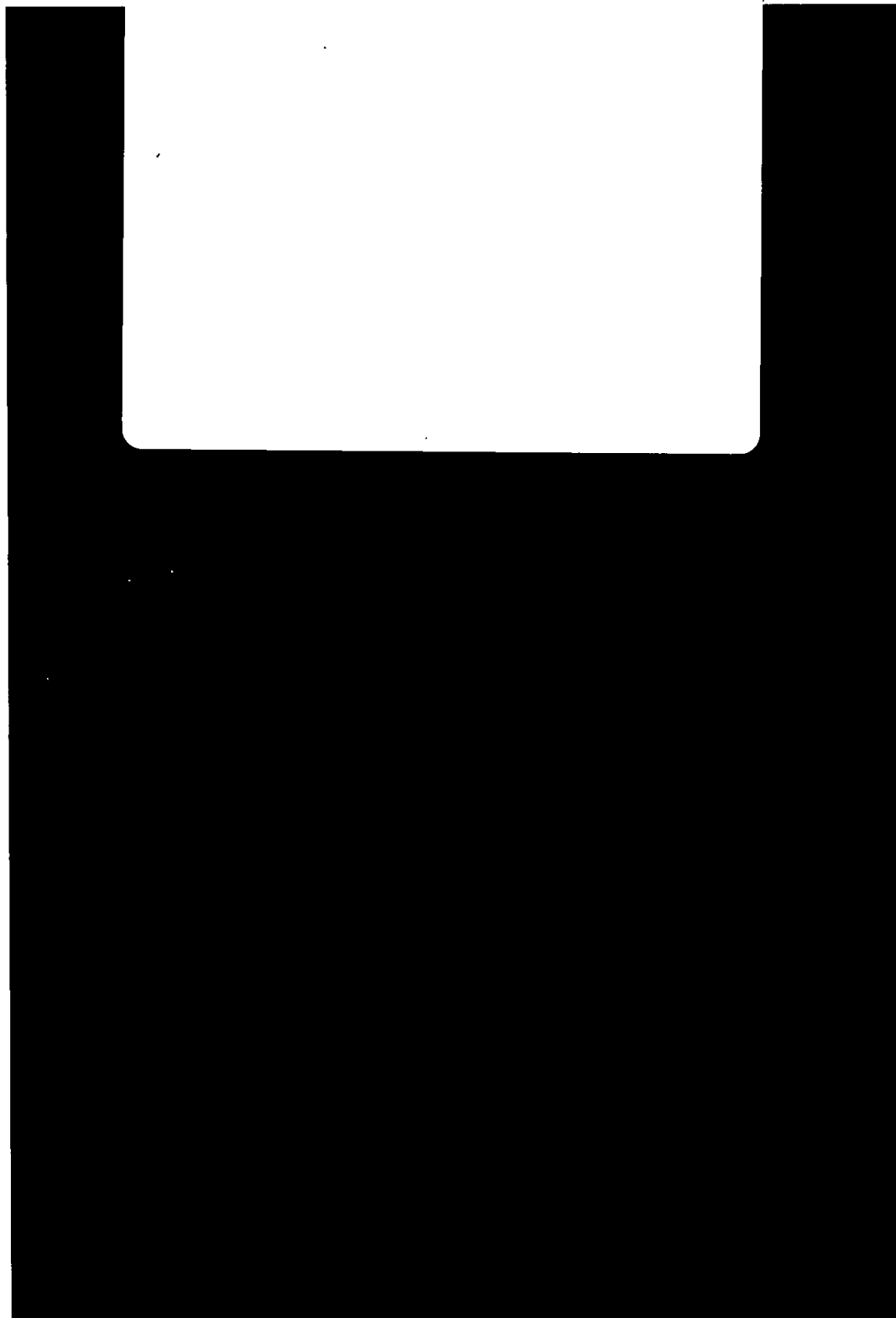
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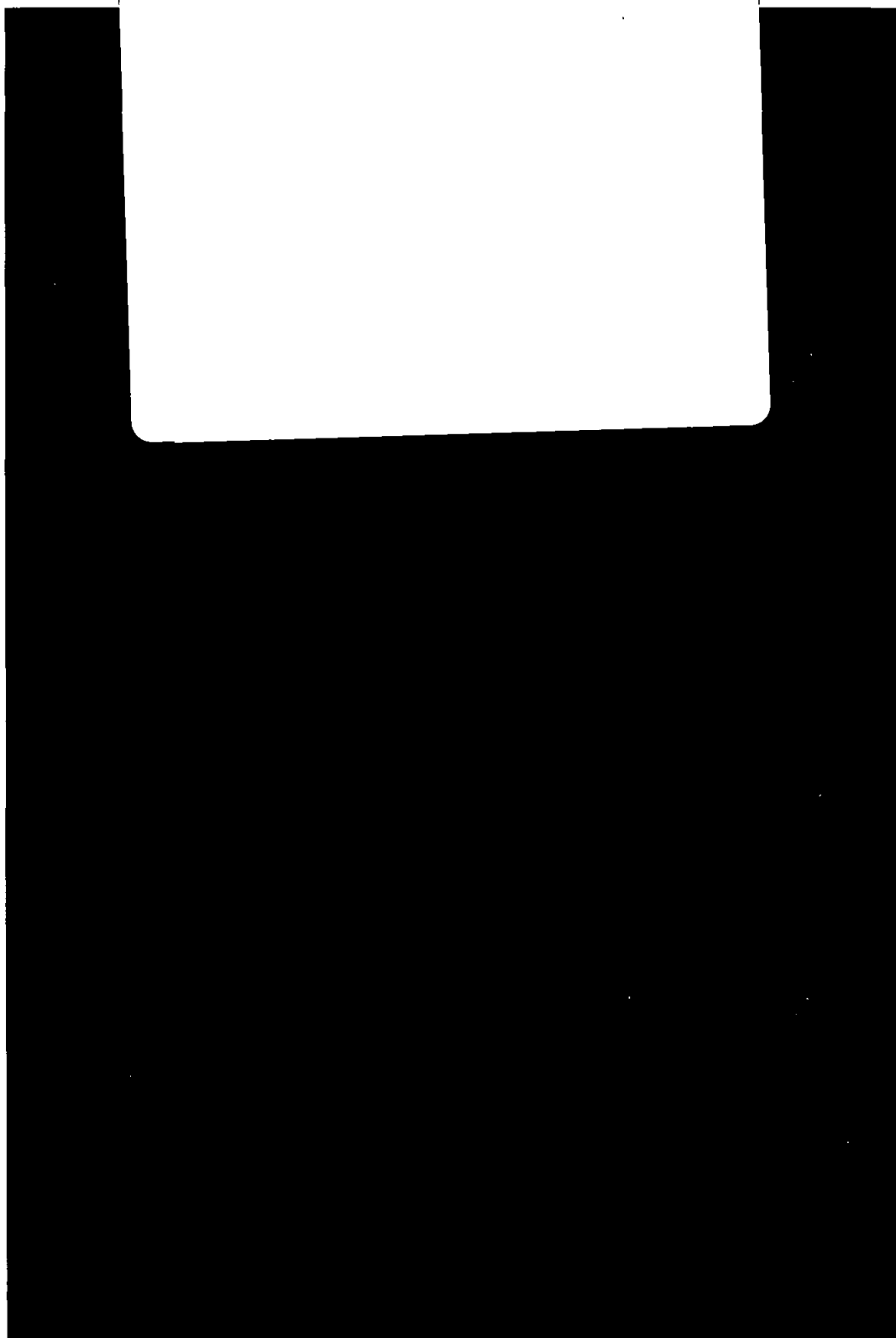
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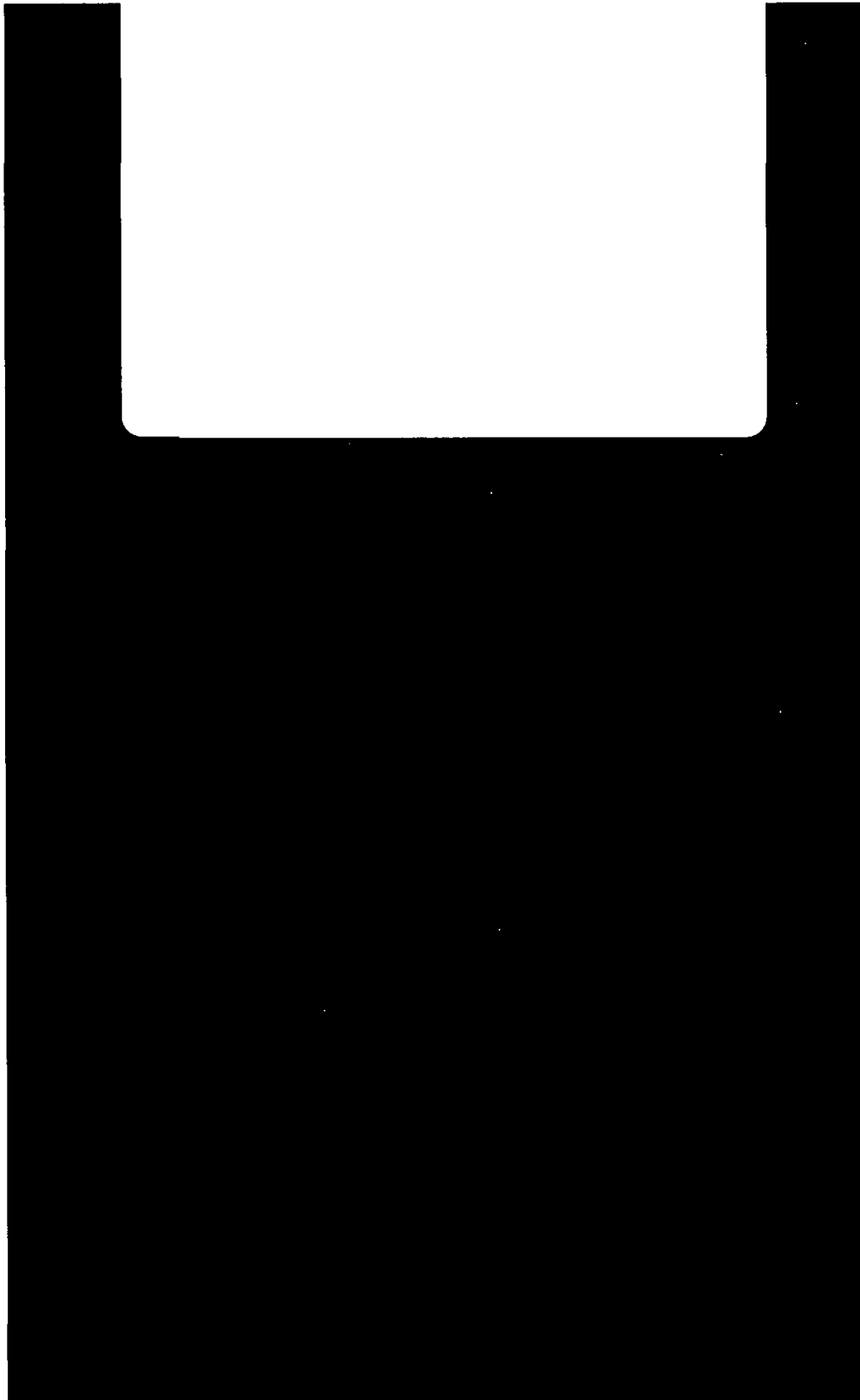
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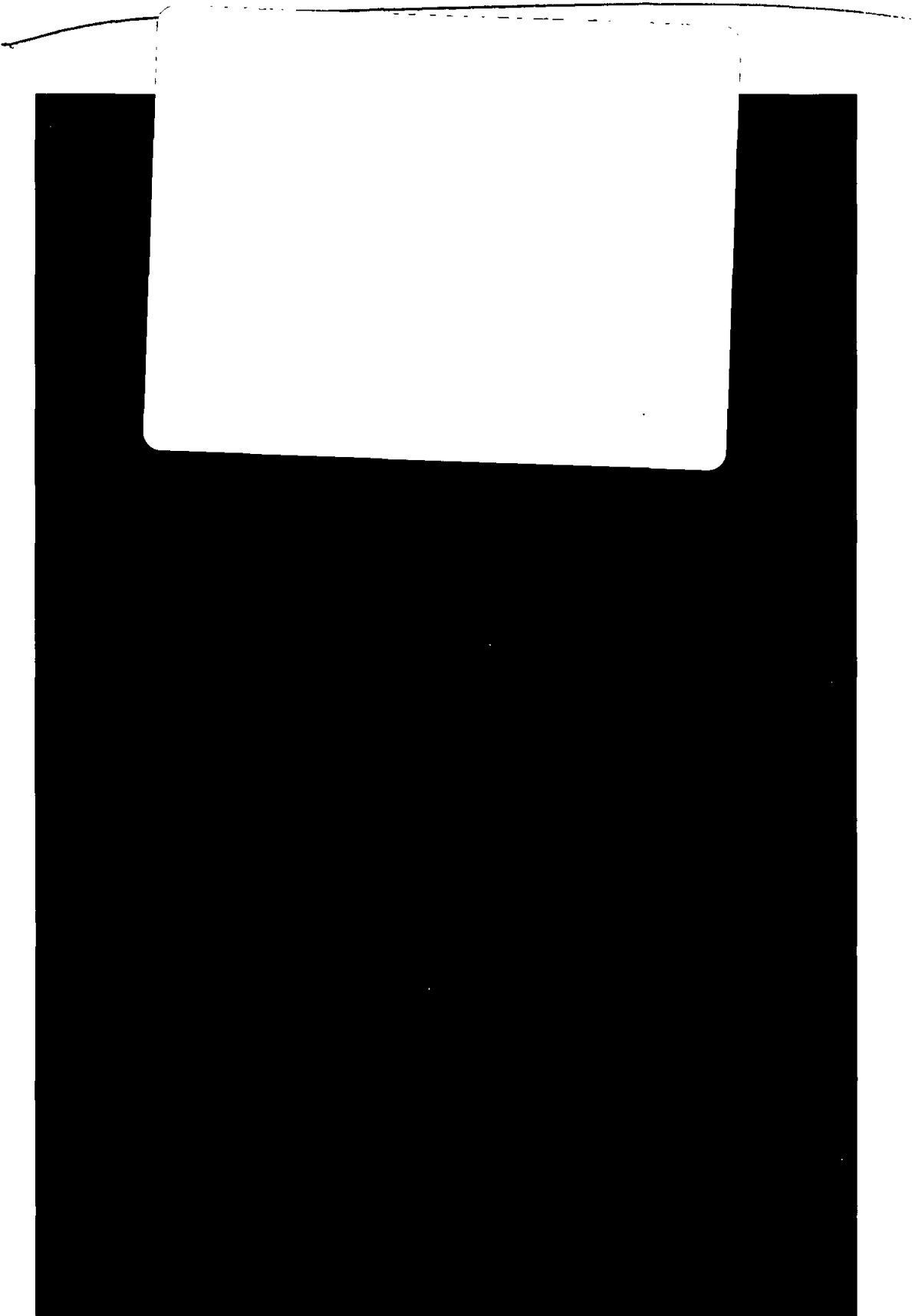
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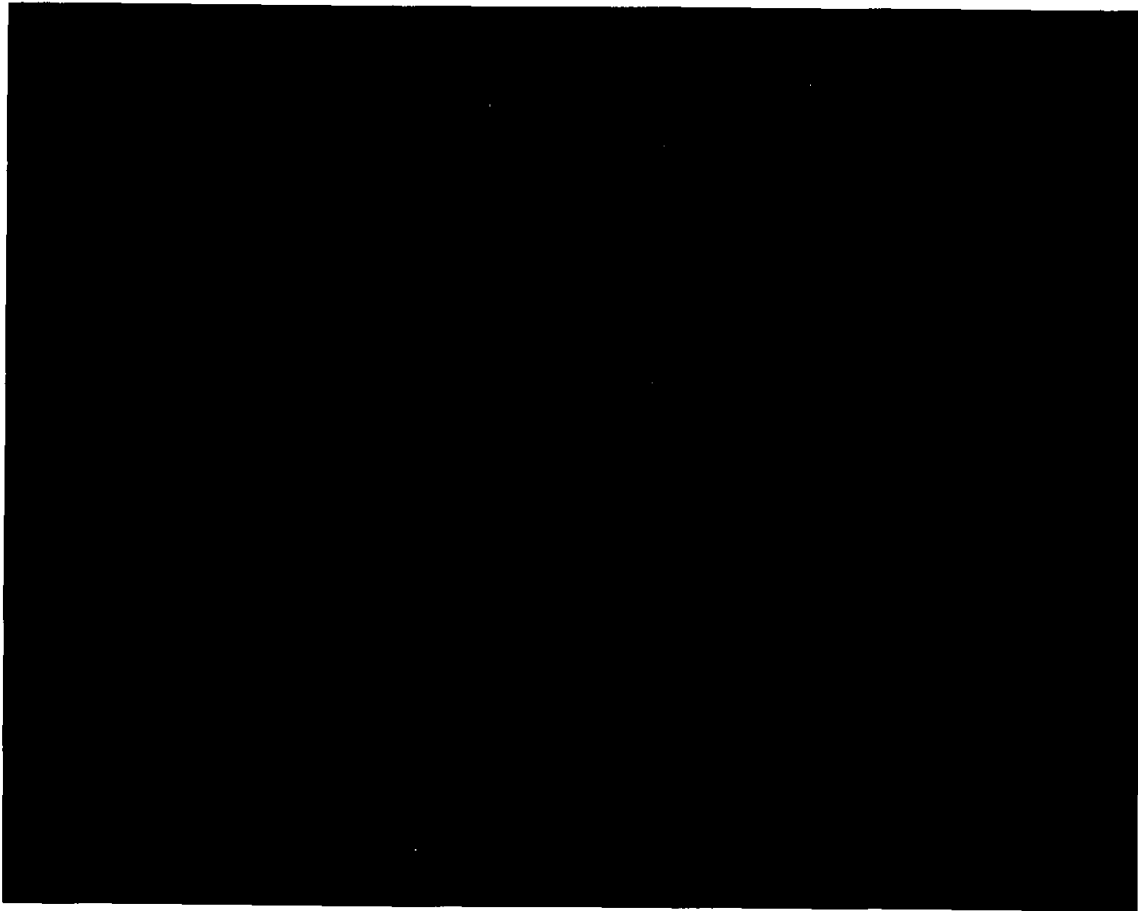
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DocuSign Envelope ID: 48396B30-AD60-44B6-8FE6-CCA3FB3343AB



DocuSign Envelope ID: 48396B30-AD60-44B6-8FE6-CCA3FB3343AB



Customer Authorized Signature:

[Signature]

Date:

3/16/16

Customer Printed Name:

Jean Vitale

Title:

Associate Dir. of Adm

Hobsons Authorized Signature:

DocuSigned by:
Chris Falt

Date:

3/17/2016

Hobsons Printed Name:

71BD4328E3784C7..
Chris Falt

Title:

Director, Sales



Amount Enclosed: \$_____

Page 1

Competitive Active Match Tier 4 -- Proration
Competitive Active Match Tier 4 -- Proration
Competitive Active Match Tier 4 -- Proration
Competitive Active Match Tier 4 -- Proration
Competitive Active Match Tier 5 -- Proration
Competitive Active Match Plus - Tier 5 -- Proration

Comments:

Subtotal: \$32,304.86

Tax: Tax-Exempt

Total: \$32,304.86

**Invoice
Balance:** \$32,304.86

Please make checks payable to Hobsons, Inc. in US Dollars (USD), include your invoice number, and send payment only to the remittance address shown above.

All other correspondence may be sent to our physical address - Hobsons, Attn: Accounts Receivable, 50 E. Business Way, Suite 300, Cincinnati, OH 45241 or to our email address accountsreceivable@hobsons.com. (800) 927-8439, option 4 for personal assistance.

For payments via Wire/ACH: Routing #: 111000012, Account #: 3756509975, Swift #: BOFAUS3N, Bank of America, Charlotte, NC.

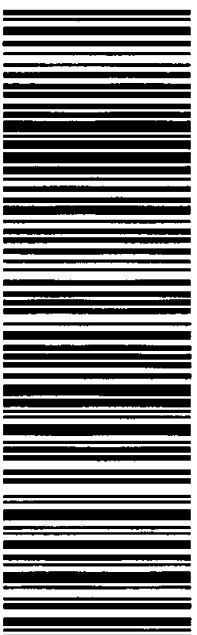
Thank you for choosing Hobsons!


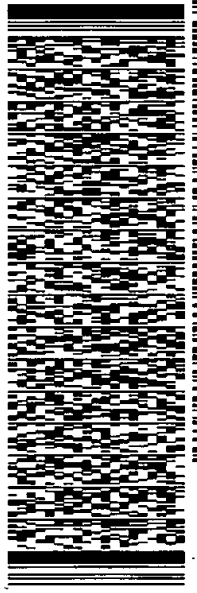
Federal Tax ID: 13-3730872

Page 2

ORIGIN ID: LUKA (513) 357-9452 CASEY CATRELL SWARTZ 1471 STEPHENS & HOLLISTER, LLP 423 WALNUT STREET SUITE 1800 CINCINNATI, OH 45202 UNITED STATES US		SHIP DATE: 28FEB17 ACTWGT: 0.50 LB CAD: 109736693INET3850
TO CIO CGC DOWLING COLLEGE CASE ADMINISTRATION 515 BLAZER PARKWAY SUITE A DUBLIN OH 43017 (614) 289-5400 INV REF: H0802-GR001 PO DEPT: CN		BILL SENDER
546J31ADB53C1		

TRK# 7785 3178 8728 0201	WED - 01 MAR 10:30A PRIORITY OVERNIGHT
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XX OSUA OH-US 43017 LCK	
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After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

Use of this system constitutes your agreement to the service conditions in the current FedEx Service Guide, available on fedex.com. FedEx will not be responsible for any claim in excess of \$100 per package, whether the result of loss, damage, delay, non-delivery, misdelivery, or misinformation, unless you declare a higher value, pay an additional charge, document your actual loss and file a timely claim. Limitations found in the current FedEx Service Guide apply. Your right to recover from FedEx for any loss, including intrinsic value of the package, loss of sales, income interest, profit, attorney's fees, costs, and other forms of damage whether direct, incidental, consequential, or special is limited to the greater of \$100 or the authorized declared value. Recovery cannot exceed actual documented loss. Maximum for items of extraordinary value is \$1,000, e.g. jewelry, precious metals, negotiable instruments and other items listed in our ServiceGuide. Written claims must be filed within strict time limits, see current FedEx Service Guide.

CLAIM NO. 142

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545Your Claim is Scheduled As Follows:Dowling College
Unsecured: \$245.25

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

DCO0200789516 01003305

JOSEPH ECONOMICO
215 WESKURA ROAD
YORKTOWN HEIGHTS NY 10598

FILED - 00142

EASTERN DISTRICT OF NEW YORK
DOWLING COLLEGE

16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	JOSEPH ECONOMICO Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent?	Where should payments to the creditor be sent? (if different)
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Name JOSEPH ECONOMICO 215 WESHORA RD YORKTOWN HTS NY City State 10598 ZIP Code Contact phone 914-403-5150 Contact email DOLFAN34@OPTONLINE.NET	Name Same Number Street City State ZIP Code Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	


Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7.	How much is the claim?	\$ <u>248.25</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.	
9.	Is all or part of the claim secured?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable	
10.	Is this claim based on a lease?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property: _____	
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority \$ _____ \$ _____ \$ <u>248.25</u> \$ _____ \$ _____ \$ _____ \$ _____

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.



Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☒ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date

01/31/2017
MM / DD / YYYY

Signature

Print the name of the person who is completing and signing this claim:

Name

JOSEPH ECONOMIC
First name Middle name Last name

Title

2

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

215 Westmore ROAD
Number Street

YORKTOWN HILLS NY 10598
City State ZIP Code

Contact phone

914-403-5150

Email

DOLFAN34@optonline.net

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. IF BY HAND OR OVERNIGHT COURIER: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all the information for the claim as of the Petition Date.**
- **If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.**
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction of information* in the section below.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.**
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write A.B., a minor child (John Doe, parent, 123 Main St., City, State). See Bankruptcy Rule 9037.**

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed. You will also be able to view the details of your claim and the first page of your *Proof of Claim* form on the claims register hosted on the case administration website, www.gardencitygroup.com/cases/dco.



Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Redaction of information: *Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.*

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Display of Proof of Claim on Case Administration Website: As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display one or more pages of your proof of claim on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim will be displayed over the Internet.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form.

Economics
215 Western Rd
Yorktown Heights NY
10598

Douling College Case
Administration

clp GCG

PO Box 10342

DUBLIN OH 43017-5542

WESTCHESTER NY 105

01 FEB 2017 PM 5 L



CLAIM NO. 125

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545

Your Claim is Scheduled As Follows:

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

DCO0201049864 01002570

LASER PERFORMANCE PRODUCTS, INC.
44 W. JEFFRYN BLVD.
SUITE N
DEER PARK NY 11729

FILED - 00125

EASTERN DISTRICT OF NEW YORK

DOWLING COLLEGE

16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN



If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	LASER PERFORMANCE PRODUCTS, INC	
	Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? LASER PERFORMANCE PRODUCTS INC Name 44 W. JEFFRYN BLVD STE N Number Street DEER PARK, NY 11729 City State ZIP Code	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone (631) 242 1122	Contact phone
	Contact email PETER@LPPONLINE.COM	Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known)	
	Filed on	MM/DD/YYYY
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	


Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____														
7.	How much is the claim?	\$ <u>6,000.00</u>	Does this amount include interest or other charges? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).														
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. <u>REPAIR SERVICES PERFORMED</u>															
9.	Is all or part of the claim secured?	<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes. The claim is secured by a lien on property. Nature of property: <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input type="checkbox"/> Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.) Value of property: \$ _____ Amount of the claim that is secured: \$ _____ Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ % <input type="checkbox"/> Fixed <input type="checkbox"/> Variable														
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12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 30%; text-align: right;">Amount entitled to priority</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. </td> <td style="vertical-align: top; text-align: right;">\$ _____</td> </tr> </tbody> </table>		Amount entitled to priority	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____	<input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____	<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____
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*Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.



Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/30/2017
MM/DD/YYYY

Signature *Peter J Kreytak*

Print the name of the person who is completing and signing this claim:

Name

First name

Middle name

Last name

Title

Company

Identify the corporate servicer as the company if the authorized agent is a servicer.

Address

Number

Street

City

State

ZIP Code

Contact phone

Email

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: IF BY MAIL: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. IF BY HAND OR OVERNIGHT COURIER: DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Official Form 410

Instructions for Proof of Claim

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all the information for the claim as of the Petition Date.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction* of information in the section below.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.
- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian. For example, write 'A.B., a minor child (John Doe, parent, 123 Main St., City, State). See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed. You will also be able to view the details of your claim and the first page of your *Proof of Claim* form on the claims register hosted on the case administration website, www.gardencitygroup.com/cases/dco.

**Understand the terms used in this form**

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Redaction of information: *Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.*

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Display of Proof of Claim on Case Administration Website: As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display one or more pages of your proof of claim on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim will be displayed over the Internet.

Offers to purchase a claim

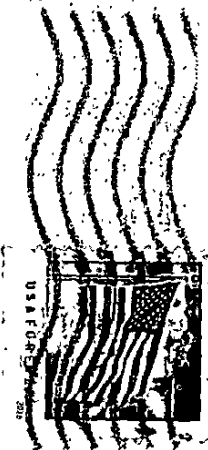
Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form.

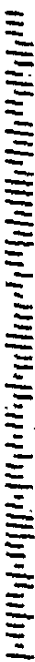
Laser-Performance Products
44 W. Jeffry Blvd Ste N
Deer Park, NY 11729

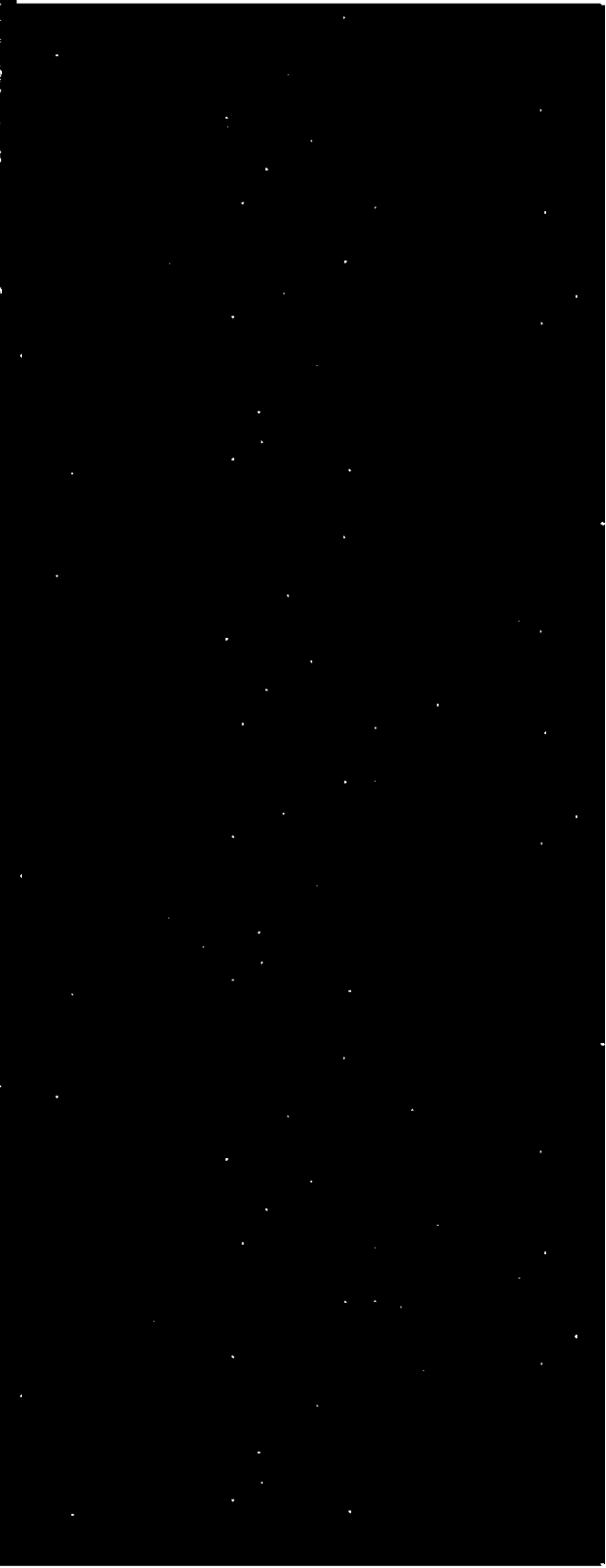
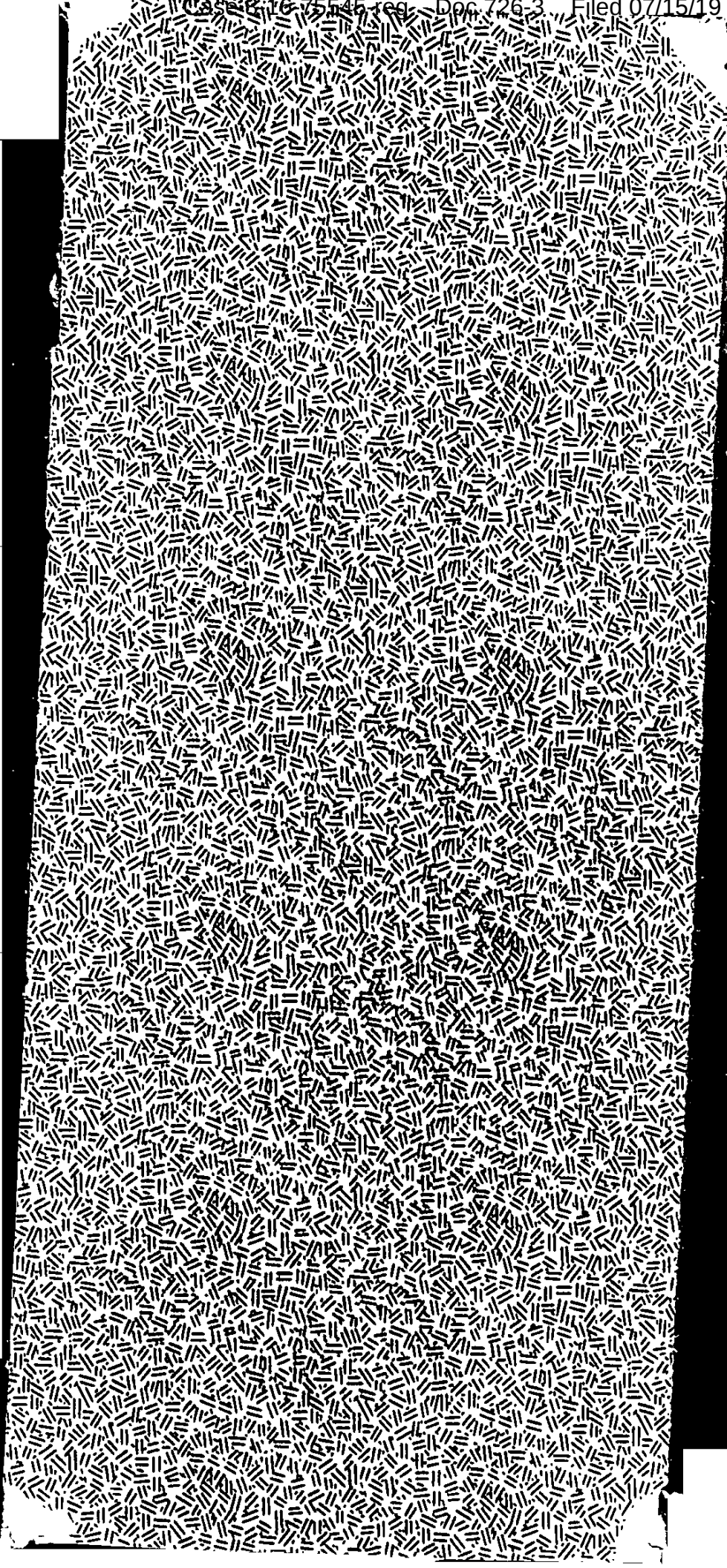
DOWLING COLLEGE CASE ADMIN
C/O GCG
PO BOX 10342
DUBLIN, OHIO 43017-5542

MID-ISLAND NY 117
31 JAN 2017 PM 3:11



43017-554242





CLAIM NO. 383

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545

Your Claim is Scheduled As Follows:



FILED - 00383

EASTERN DISTRICT OF NEW YORK

DOWLING COLLEGE

16-75545/HONORABLE JUDGE ROBERT E. GROSSMAN

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410*

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	Local 153 Pension Plan Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? David M. Fusco Name 1300 East Ninth St., Suite 616 Number Street Cleveland, OH 44114-1503 City State ZIP Code Contact phone (216) 566-1600 Contact email dfusco@smcnlaw.com	Where should payments to the creditor be sent? (if different) Local 153 Pension Plan Name 265 West 14th Street Number Street New York, NY 10011 City State ZIP Code Contact phone (212) 741-8258 Contact email gbueno@opeiu-tristate.org
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	


Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	<input checked="" type="checkbox"/> No	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____																
7.	How much is the claim?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	\$ <u>714,910.00</u> <div style="margin-top: 5px;"> Does this amount include interest or other charges? <input checked="" type="checkbox"/> No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A). </div>																
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Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

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A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/08/2017

MM / DD / YYYY

David M. Fusco
Signature

Print the name of the person who is completing and signing this claim:

Name David M. Fusco
First name Middle name Last name

Title Attorney

Company Schwarzwald McNair & Fusco LLP
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 1300 East Ninth Street, Suite 616
Number Street
Cleveland OH 44114-1503
City State ZIP Code

Contact phone (216) 566-1600 Email dfusco@smcnlaw.com

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LAW OFFICES OF

Schwarzwald McNair & Fusco LLP

1300 East Ninth Street
Suite 616
Cleveland, Ohio 44114-1503
(216) 566-1600
Fax (216) 566-1814
Writer's Direct Dial:
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Melvin S. Schwarzwald
Eben O. McNair, IV
David M. Fusco
Timothy Gallagher
Daniel S. White
James G. Porcaro
Jessica S. Monroe
Jesse M. Gannon

VIA UPS OVERNIGHT DELIVERY
TRACKING NO. 1Z F6W 048 23 1000 217 7

Dowling College Case Administration
c/o GCG
5151 Blazer Parkway, Suite A
Dublin, OH 43017

Re: *Dowling College*
U.S.B.C. E.D. N.Y. Case No. 16-75545 (REG)

To Whom It May Concern:

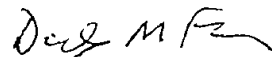
This office is counsel to the Local 153 Pension Plan (the "Pension Plan"), a creditor in the above-captioned case.

Enclosed for filing are an original and one copy of two Proofs of Claim of the Pension Plan. One Proof of Claim is for employer withdrawal liability in the amount of \$714,910.00. The second Proof of Claim is for employee benefit plan contributions in the amount of \$38,483.53.

Please file the originals, file stamp the copies and return them in the self-addressed, postage prepaid envelope that is also enclosed.

Please contact me if there are any questions. Thank you for your attention to this matter.

Very truly yours,



David M. Fusco

DMF/das

Enclosures

c: Mr. George L. Bueno with enclosures
Daniel S. White, Esq. with enclosures

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF NEW YORK**

-----X	
In re:	:
	:
DOWLING COLLEGE,	:
	:
Debtor.	:
-----X	

Case No.: 16-75545 (REG)
Chapter 11

**ATTACHMENT TO PROOF OF CLAIM OF THE LOCAL 153 PENSION PLAN
FOR EMPLOYER WITHDRAWAL LIABILITY**

I. IDENTITY OF CREDITOR

1. Local 153 Pension Plan (the "Pension Plan"). Counsel for the Pension Plan is authorized to sign and file this Proof of Claim.

2. The Pension Plan is an "employee pension benefit plan" as that term is defined by Section 3(2)(A) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), 29 U.S.C. §1002(2)(A), and a "multiemployer plan" as defined in Section 4001(a)(3) of ERISA, 29 U.S.C. §1301(a)(3).

II. BASIS OF THE CLAIM

3. Debtor Dowling College ("Dowling") and Office and Professional Employees International Union, Local 153, AFL-CIO ("Local 153") are parties to a collective bargaining agreement, originally effective July 1, 2007 to June 30, 2012, and extended to June 30, 2018 pursuant to a Memorandum of Agreement dated January 12, 2015 by the parties' (the "CBA"). Local 153 is an "employee organization" within the meaning of Section 3(4) of ERISA, 29 U.S.C. §1002(4). (The documents comprising the CBA are voluminous and are accordingly not

appended hereto. Dowling is in possession of those documents. The Pension Plan will provide copies upon request.)

4. Prior to July 1, 2016, Dowling had an “obligation to contribute” to the Pension Plan within the meaning of Section 4212(a) of ERISA, 29 U.S.C. §1392(a).

5. On or about June 30, 2016, Dowling permanently ceased all operations covered under the Pension Plan and/or permanently ceased to have an obligation to contribute under the Pension Plan, thus effectuating a “complete withdrawal” from the Pension Plan within the meaning of Section 4203(a) of ERISA, 29 U.S.C. §1383(a). As a result, Dowling is liable to the Pension Plan for withdrawal liability under Section 4201(a) of ERISA, 29 U.S.C. §1381(a).

III. AMOUNT OF CLAIM

6. The Pension Plan’s current, good faith calculation of the amount of the withdrawal liability owed by Dowling is \$714,910.

IV. RIGHTS TO AMEND CLAIM

7. The Pension Plan reserves all of its rights to amend its claim to assert a higher claim amount or amounts entitled to priority.

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3 Expose adhesive

4 Fold top flap down

5 Press this flap up to seal

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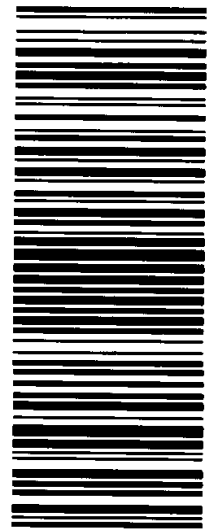
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CLEVELAND OH 44114 1503.
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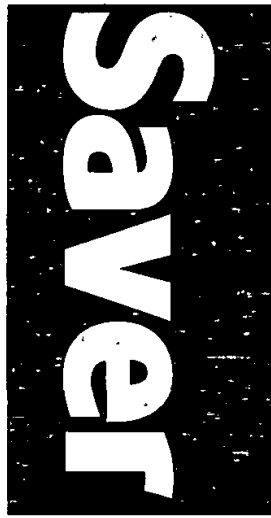
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c/o GCC
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Dublin, OH 43017
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United Parcel Service, Louisville, KY

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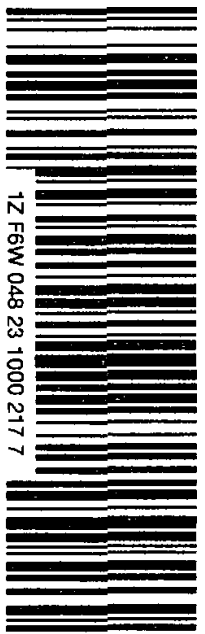
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CLAIM NO. 425

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK	
Name of Debtor: Dowling College	Case No. 16-75545

* P - DCO - POC / 1 *

Your Claim is Scheduled As Follows:

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

Proof of Claim

Official Form 410

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.")
 Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	MARYANN CAPUTO Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	4 No Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? MARYANN CAPUTO Name 1 WATEREDGE COURT Number Street OAKDALE, NY 11769 City State ZIP Code Contact phone (631) 235-0384 Contact email MARYANNCAP323@GMAIL.COM	Where should payments to the creditor be sent? (if different) Name _____ Number Street _____ City State ZIP Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed	4 No Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	4 No Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	4 No	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____
7.	How much is the claim?	\$ 0.00	Does this amount include interest or other charges? 4 No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. This is to claim the elephant statue (in honor of Ashakant Nimbark) from the Dowling library.	
9.	Is all or part of the claim secured?	4 No	Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . Motor vehicle Other. Describe: _____ Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of property: \$ _____ Amount of the claim that is secured: \$ 0.00 Amount of the claim that is unsecured: \$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ Fixed Variable
10.	Is this claim based on a lease?	4 No	Yes. Amount necessary to cure any default as of the date of the petition. \$ _____
11.	Is this claim subject to a right of setoff?	4 No	Yes. Identify the property: _____
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	4 No	<div style="display: flex; justify-content: space-between;"><div style="width: 70%;">Yes. <i>Check all that apply:</i> A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority. Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</div><div style="width: 25%; text-align: right;">Amount entitled to priority \$ _____ \$ _____ \$ _____ \$ _____ \$ _____</div></div>

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

☐ I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

☐ I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

☐ I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/10/2017
MM / DD / YYYY

MaryAnn Caputo

Signature

Print the name of the person who is completing and signing this claim:

Name **MaryAnn Caputo**
First name Middle name Last name

Title **Dr**

Company _____
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address **1 Wateredge Ct**
Number Street

OAKDALE, NY 11769

City State ZIP Code

Contact phone **(631) 235-0384** Email **maryanncap323@gmail.com**

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. **IF BY HAND OR OVERNIGHT COURIER:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Official Form 41

Instructions for Proof of Claim

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

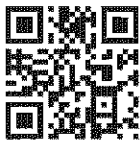
A person who files a fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all the information for the claim as of the Petition Date.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction* of information in the section below.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been fil

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You will also receive an acknowledgment letter from GCG after your proof of claim form has been processed. You will also be able to view the details of your claim and the first page of your *Proof of Claim* form on the claims register hosted on the case administration website, www.gardencitygroup.com/cases/dco.



Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Redaction of information: *Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.*

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Display of Proof of Claim on Case Administration Website: As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form

CLAIM NO. 85

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK

Name of Debtor:
Dowling CollegeCase No.
16-75545

* P - D C O - P O C / 1 *

Your Claim is Scheduled As Follows:**IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.**

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.") Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	MIKE CALDARELLA Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	4 No Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Contact phone _____ Contact email _____	Where should payments to the creditor be sent? (if different) Name _____ Number _____ Street _____ City _____ State _____ ZIP Code _____ Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	4 No Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	4 No Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	⁴ No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____	
7.	How much is the claim?	\$ <u>275.00</u>	Does this amount include interest or other charges? ⁴ No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. This money is owed to me for services given to Dowling College on April 16, 2016.	
9.	Is all or part of the claim secured?	⁴ No Yes. The claim is secured by a lien on property. Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . Motor vehicle Other. Describe: _____ Basis for perfection: _____ Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded). Value of property: \$ _____ Amount of the claim that is secured: \$ <u>0.00</u> Amount of the claim that is unsecured: \$ <u>0.00</u> (The sum of the secured and unsecured amounts should match the amount in line 7.) Amount necessary to cure any default as of the date of the petition: \$ _____ Annual Interest Rate (when case was filed) _____ Fixed Variable	
10.	Is this claim based on a lease?	⁴ No Yes. Amount necessary to cure any default as of the date of the petition. \$ _____	
11.	Is this claim subject to a right of setoff?	⁴ No Yes. Identify the property: _____	
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<div style="display: flex; justify-content: space-between;"><div style="width: 70%;">⁴ No Yes. Check all that apply: <div style="display: flex; margin-top: 10px;"><div style="width: 25%; font-size: small;">A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</div><div style="width: 45%;"><div style="margin-bottom: 10px;">Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). \$ _____</div><div style="margin-bottom: 10px;">Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ _____</div><div style="margin-bottom: 10px;">⁴ Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ <u>275.00</u></div><div style="margin-bottom: 10px;">Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ _____</div><div style="margin-bottom: 10px;">Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ _____</div><div style="margin-bottom: 10px;">Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. \$ _____</div></div><div style="width: 25%; text-align: right; font-size: small;">Amount entitled to priority</div></div></div></div>	

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☐ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 01/31/2017
MM / DD / YYYY

Mike Caldarella

Signature

Print the name of the person who is completing and signing this claim:

Name **Mike Caldarella**
First name Middle name Last name

Title **Umpire**

Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address **108 Kemal Mecca Lake Road**
Number Street
NEWTON, NJ 07860
City State ZIP Code

Contact phone **(973) 903-5387** Email **caldarellasj41@centurylink.net**

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. **IF BY HAND OR OVERNIGHT COURIER:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

IF YOU ARE SUBMITTING YOUR PROOF OF CLAIM ELECTRONICALLY, YOU WILL RECEIVE AN EMAIL CONFIRMATION OF YOUR CLAIM SUBMISSION. YOU WILL ALSO BE PROVIDED WITH AN ELECTRONICALLY DATE STAMPED PDF OF YOUR CLAIM. YOU MAY PRINT AND RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

THE GENERAL BAR DATE IN THESE CHAPTER 11 CASES IS MARCH 10, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)
THE GOVERNMENTAL BAR DATE IS MAY 30, 2017 AT 5:00 P.M. (PREVAILING EASTERN TIME)

Official Form 41

Instructions for Proof of Claim

United States Bankruptcy Court

The instructions and definitions below are general explanations of the law. In certain circumstances, such as bankruptcy cases not filed voluntarily by the Debtor, exceptions to these general rules may apply. The attorneys for the Debtors and their court-appointed claims agent, Garden City Group, LLC ("GCG"), are not authorized and are not providing you with any legal advice.

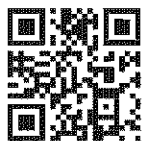
A person who files a fraudulent claim could be fined up to \$500,000 imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- **Fill in all the information for the claim as of the Petition Date.**
- **If the claim has been acquired from someone else, then state the identity of the last party** who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed
- **Attach any supporting documents to this form.**
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *Redaction* of information in the section below.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called "Bankruptcy Rule") 3001(c) and (d).
- **Do not attach original documents because attachments may be destroyed after scanning.**
- **If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.**
- **A Proof of Claim form and any attached documents must show only the last 4 digits of any social security number, individual's tax identification number, or financial account number, and only the year of any person's date of birth.** See Bankruptcy Rule 9037.
- **For a minor child, fill in only the child's initials and the full name and address of the child's parent or guardian.** For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been fil

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Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate. 11 U.S.C. § 503.

Claim: A creditor's right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (5). A claim may be secured or unsecured.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. § 101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. § 507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form used by the creditor to indicate the amount of the debt owed by the Debtor on the date of the bankruptcy filing. The creditor must file the form with GCG as described in the instructions above and in the Bar Date Notice.

Redaction of information: *Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to privacy on the Proof of Claim form and any attached documents.*

Secured claim under 11 U.S.C. § 506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Uniform claim identifier: An optional 24-character identifier that some creditors use to facilitate electronic payment.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Display of Proof of Claim on Case Administration Website: As the official claims agent, and in accordance with Federal Bankruptcy Rule 9037(g), GCG will display the first page of your proof of claim form on the case administration website. Please be aware that any personal information not otherwise redacted on your proof of claim form will be displayed over the Internet.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Do not file these instructions with your form

CLAIM NO. 293

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF NEW YORK	
Name of Debtor: Dowling College	Case No. 16-75545

* P - D C O - P O C / 1 *

Your Claim is Scheduled As Follows:

IF YOU HAVE SUBMITTED THIS PROOF OF CLAIM FORM ELECTRONICALLY, YOU DO NOT NEED TO SUBMIT THIS FORM. PLEASE RETAIN A COPY FOR YOUR RECORDS.

If an amount is identified above, you have a claim scheduled by the Debtor. (This scheduled amount of your claim may be an amendment to a previously scheduled amount.) If you agree with the amount and priority of your claim as scheduled by the Debtor and you have no other claim against the Debtor, you do not need to file this proof of claim form, EXCEPT AS FOLLOWS: If the amount shown is listed as any of DISPUTED, UNLIQUIDATED, or CONTINGENT, a proof of claim MUST be filed in order to receive any distribution in respect of your claim. If you have already filed a proof of claim in accordance with the attached instructions, you need not file again.

Proof of Claim

Official Form 410

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. **Do not send original documents;** they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571

This chapter 11 case was commenced in the United States Bankruptcy Court for the Eastern District of NY, on November 29, 2016 (the "Petition Date.")
Fill in all the information for the claim as of the Petition Date.

Part 1: Identify the Claim

1. Who is the current creditor?	NATIONAL UNION FIRE INSURANCE COMPANY OF Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor _____	
2. Has this claim been acquired from someone else?	4 No Yes. From whom? _____	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? FEDERAL RULE OF Bankruptcy Procedure (FRBP) 2002(g) Name 175 WATER STREET, 15TH FLOOR Number Street NEW YORK, NY 10038 City State ZIP Code Contact phone (212) 458-7101 Contact email _____	Where should payments to the creditor be sent? (if different) Name Number Street City State ZIP Code Contact phone _____ Contact email _____
4. Does this claim amend one already filed?	4 No Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	4 No Yes. Who made the earlier filing? _____	

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6.	Do you have any number you use to identify the debtor?	4 No	Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: _____																
7.	How much is the claim?		Does this amount include interest or other charges? 4 No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).																
8.	What is the basis of the claim?	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information. Other- See Attachment																	
9.	Is all or part of the claim secured?	No 4 Yes. The claim is secured by a lien on property.	Nature of property: Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . Motor vehicle 4 Other. Describe: Right of Setoff-See Attachment																
Basis for perfection: Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded).																			
Value of property: \$ _____																			
Amount of the claim that is secured: \$ 0.00																			
Amount of the claim that is unsecured: \$ 5,000.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)																			
Amount necessary to cure any default as of the date of the petition: \$ _____																			
Annual Interest Rate (when case was filed) _____ Fixed Variable																			
10.	Is this claim based on a lease?	4 No	Yes. Amount necessary to cure any default as of the date of the petition. \$ _____																
11.	Is this claim subject to a right of setoff?	4 No	Yes. Identify the property: _____																
12.	Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	4 No	Yes. Check all that apply: <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr> <th style="width: 70%;"></th> <th style="width: 30%; text-align: right;">Amount entitled to priority</th> </tr> </thead> <tbody> <tr> <td>A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.</td> <td></td> </tr> <tr> <td>Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).</td> <td style="text-align: right;">\$ _____</td> </tr> <tr> <td>Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.</td> <td style="text-align: right;">\$ _____</td> </tr> </tbody> </table>		Amount entitled to priority	A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.		Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____	Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____	Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____	Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____	Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____	Other. Specify subsection of 11 U.S.C. § 507(a)() that applies.	\$ _____
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* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

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I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 03/03/2017
MM / DD / YYYY

Kevin J Larner

Signature

Print the name of the person who is completing and signing this claim:

Name **Kevin J Larner**
First name Middle name Last name

Title

Company
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address **175 Water Street 15th Floor**
Number Street
NEW YORK, NY 10038
City State ZIP Code

Contact phone Email **Kevin.Larner@aig.com**

IF SUBMITTING A HARD COPY OF A PROOF OF CLAIM FORM, PLEASE SEND YOUR ORIGINAL, COMPLETED CLAIM FORM AS FOLLOWS: **IF BY MAIL:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, P.O. BOX 10342, DUBLIN, OHIO 43017-5542. **IF BY HAND OR OVERNIGHT COURIER:** DOWLING COLLEGE CASE ADMINISTRATION, C/O GCG, 5151 BLAZER PARKWAY, SUITE A, DUBLIN, OH 43017. ANY PROOF OF CLAIM SUBMITTED BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.

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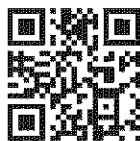
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Do not file these instructions with your form

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both, 18 U.S.C. §§ 152 and 3571

**UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF NEW YORK**

In re:

DOWLING COLLEGE
fdba DOWLING INSTITUTE,
fdba DOWLING COLLEGE ALUMNI
ASSOCIATION,
fdba CECOM,
aka DOWLING COLLEGE, INC.,

Debtor.

Chapter 11

Case No. 16-75545

**ADDENDUM TO PROOF OF CLAIM OF NATIONAL UNION FIRE INSURANCE
COMPANY OF PITTSBURGH, PA., LEXINGTON INSURANCE COMPANY,
AND CERTAIN OTHER ENTITIES RELATED TO AIG PROPERTY CASUALTY INC.**

National Union Fire Insurance Company of Pittsburgh, Pa., Lexington Insurance Company, and certain other entities related to AIG Property Casualty Inc. (collectively, “AIG”) that provide or provided insurance, insurance services and/or surety bonds to Dowling College fdba Dowling Institute, fdba Dowling College Alumni Association, fdba Cecom, aka Dowling College, Inc (“Debtor”), hereby submit this addendum (the “Addendum”) to its proof of claim (the “Proof of Claim”).

1. As of November 29, 2016 (the “Petition Date”), the Debtor is indebted to AIG for premiums, deductibles, and other related fees, expenses and obligations for, among other things, insurance coverages and services provided and to be provided by AIG to the Debtor as more fully described below.

2. **The Insurance Program.** AIG provided the Debtor with certain insurance coverages, including, without limitation, aircraft all perils, directors and officers, group account and health, miscellaneous casualty, boiler and machinery, and other services pursuant to various insurance policies and other agreements (collectively, the “Insurance Program”) for varying periods commencing August 1, 2002 and ending 12:01 a.m., October 1, 2022. Attached hereto is a list of the policies issued by AIG to the Debtor and certain related documentation. This claim is made for all obligations of the Debtor and other named insureds arising under the Insurance Program whether or not the relevant insurance policies and related agreements are specifically listed or described in the attached list or documents. Moreover, the documents which evidence the Insurance Program are voluminous and it is not practical to attach and/or list all of them. Nothing in this description of the Insurance Program or any of the attached documents is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any policy or coverage.

3. **Fidelity and Surety Bonds.** AIG may have provided the Debtor with various surety, fidelity and other bonds for the account of the Debtor. Claim is asserted for all such bonds issued or outstanding and for all premiums, fees and expenses due thereunder, whether or not specifically listed or described in the attached documents. Nothing in this description of the bond programs is intended to vary, amend or alter in any way the terms, conditions, coverages, limitations, exclusions or dates of coverage of any bond. Should AIG be called upon to pay on any such bond, AIG may amend this proof of claim to assert a claim on account of such payment.

4. **Components of the Proof of Claim.**

(a) **Liquidated Claim for the Insurance Program.** Pursuant to the Insurance Program, the Debtor entered into certain agreements with AIG and is obligated to pay to AIG premium and reimburse AIG for AIG's payment on claims up to the deductible/retention levels, as set forth in the various policies. Additionally, the Debtor is obligated to AIG with respect to any and all rights and entitlements that AIG has or may have in the future to audit premium, unpaid premium, breach of contract damages, indemnification, contribution, subrogation, reimbursement, unjust enrichment or other rights to payment, including, without limitation, damages, costs and expenses related thereto, including attorneys' fees, from the Debtor arising from or in connection with the Insurance Program. AIG's claim includes certain of the amounts now liquidated and due. The tabulated and liquidated amount owed by the Debtor under the Insurance Program, as of the date hereof, is \$5,000.00. This amount may be subject to adjustment based upon, among other things, loss experience and payments already made by or on behalf of the Debtor which we have not yet tabulated.

(b) **Unmatured and/or Unliquidated Claim for the Insurance Program.** Pursuant to the Insurance Program, the Debtor entered into certain agreements and is obligated to pay to AIG, among other things, certain premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and related costs that are not readily calculable as this time. Certain such amounts remain unmatured, contingent and/or unliquidated, and such amounts constitute AIG's unliquidated claim. When the amount of premiums, deductibles, fees, expenses and other costs due under the Insurance Program, including, without limitation, damages that may arise from the rejection of the Insurance Program or any part thereof, are liquidated, become mature or are determined, such amounts shall become a liquidated claim. AIG expressly reserves the right to amend or supplement its Proof of Claim at any time, including after any bar date, for whatever reason, including without limitation, for the purpose of filing additional claims or to specify the amount of AIG's unmatured, contingent and/or unliquidated claim as they become matured and/or liquidated.

(c) **Other Insurance or Services.** To the extent AIG provides or provided any other or different insurance (including excess coverages or renewals of the Insurance Program), or other services to the Debtor, either included within or in addition to the Insurance Program, AIG hereby asserts a claim for all obligations of the Debtor to AIG arising thereunder, including, without limitation, premiums, deductibles, self-insured retention, reimbursement obligations, fees, expenses and other costs arising from such transactions, or from funds advanced or to be advanced on the Debtor's behalf. Additionally, AIG reserves the right to amend this proof of claim to assert further amounts due or particulars in connection therewith.